Preserve

App. F. IX-4

1947-48
(Med)

File No. 24-47

Serial Nos. 1317

*Previous References.*

P-6/2EK135

*Later References.*

Mw. 24-48-5, 6, 10

# GENERAL AND REVENUE SECRETARIAT

*Serial Nos.* Index

**Part B for** Feb '50

**SUBJECT**

Supply of pure Cow's Milk to the Combined Hospitals by Narasimhaiah and Complaint-

M 11817-19/Med 24-47-134 d 16-1-50

Refunds the deposit amount-

1) The S.S
2) The Dr S/Hospl
3) The Comptroller

GRS 2/4

6) The minister for P.H. may kindly express his views regarding
1) what action has to be taken agst the contractor under the circs set forth in the report.
2) whether the suggestion as at A may not be worked up successfully

JRT.P
29/1

OFFICE OF THE MINISTER,
FOR P. H. & EX.
No. 1349
Date 3/2/48

7) The Question of the supply of raw milk to our hospitals has been engaging my serious attention. During my visits to the hospitals it has been my concern to examine if the milk that is given to patients is pure a dilutor and if dilutor to what extent it is diluted Milk being the chief sustaining factor in the ailments special instructions have been given to Hospital authorities to exercise the necessary vigilance about it. The lactometer does not serve a true test

Serial No.

in detecting the presence of adulteration as observed by the Special Officer appointed. It is at best a rough and ready method of detection. ~~of adulteration~~, chemical examination being the only means of arriving at a satisfactory result. The milk to be so tested should be the milk which is in the process of being boiled out by patients because according to the reliable information that has reached me there ~~is to be an~~ administration. after it clears the decision regarding the action to be taken against our contractors it seems to me that the agreement that is executed by them in our favour is defective in as much as it does not provide against wrong holes and does not cover all possibilities of escape. The working of the agreement should be to be revised and made more stringent than now. The contractor against whom the report

Serial No.

OFFICE OF THE SP. ... BANGALO... 18/2/48 FOR EFFICIENCY AUDIT

1349

allegations are made, will be proceeded against. The question of starting a dairy by ourselves is also being taken up & this question we shall be able to solve after receiving reply.

17/2.

18.2.

8) Reference: Para 6 supra

Minister for Labour)

18.2.48.

9) Suitable action has to be taken immediately against the Contractor since after his having been found to have tampered with the purity of the milk any indifference on our part will be tantamount to acquiescence in the guilt & will lead to further demoralisation all round.

10) It seems to me that a dairy can well be run & conducted successfully for supply of pure milk to Hospitals & prisons. A scheme may be got prepared

19/2

For perusal of the Hon'ble Minister for Labour

PTO

NOTE—Contn. Sheet

PR.17
WF-48
Secl file

S 212
ff.

11) For perusal. Further action may kindly be taken in the Education Secretariat (Medical Branch) on the minute in paras 7, 9 and 10 supra.

OFFICE OF THE MINISTER, FOR P. H. & EX.
No. 1694
Date 23/2/48

Minister for P.H. Perusal) 29.2.48

12) 24/-

Education Secretary) 13) 24/2

Secl
25/2

pvr 25/2

14) From the minute of the Minister for P.H. at para 7 supra, it may be seen that it has been ordered that the Contractor against whom the present allegations are made, have to be proceeded against. It is not clear whether the Contractor has to be proceeded in a Court of Law (Civil or Criminal). Generally the security deposit will have to be forfeited in case the tenderer fails to execute the orders. Orders are therefore solicited as to the way the Contractor has to be proceeded. If the Contractor has to be proceeded in a Court of Law, Law Dr. has perhaps to take action.

15) Regarding starting of a Dairy, proposals from the C.H.O & the S.S will be called for if agreed.

16) Submitted for orders with reference to paras 7 to 10 supra.

Edn. Secy) 18/2

BS 1/3

EDUCATION SECRETARY
2/3/48

Complaint against the Authorities 5212

19) 1) The ~~Senior Surgeon~~ Chief Medical officer may be asked to forfeit the deposit made by the contractor & to cancel his contract & to call for fresh tenders immediately after incorporating the necessary conditions to prevent loopholes & to see that really "Fresh drawn pure Cow's Milk" is supplied. A copy of the notification will, before issue, be sent to Govt for scrutiny. For the interim period the C.M.O. will be requested to buy Milk in some dairy or to make suitable arrangement.

20) 2) Proposals will be called for from the C.M.O & S.I. regarding the starting operation of starting a dairy.

Min² P. H. ) sd
Min² for Law ) 4/3/48

KGB
5/3

OFFICE OF THE MINISTER, P. H. & EX. No. 1947 Date 6/3/48

21) The Director Public Health has been required to report against the contractor under the Public Health

Office of the Minister for Law & Labour. No. 4700 Date. 16/3

14/3

OFFICE OF THE MINISTER, FOR P. H. & EX. No. 2127 Date 17/3/48

22) I agree with the suggestions in Paras 19 & 20.

KGB
16/3

23) 25/3 sd
25/3/48.

KGB
27/3

Complaint against the Milk Contractor to the Cantonment Hospitals

5212
B

24) Sent with two Offrs for appl in accordance with the orders of the Hon'ble for Law at para 23 supra.

11/4
BB

25) Offrs in accord with the Edl. Secy note as para 24 supra accepted by the Law Minister in his minute at para 22 ante pointing.

26) for perusal before the ~~Secretary~~ ~~Secretary~~ ~~Secretary~~ ~~Secretary~~ ~~Secretary~~ ~~Secretary~~

Edl Secy 7/4

27) Mine
Secy
4/4/48
Secy
5/4

3/4/48

To
The C.M.O.
No. M15852/Med Dt 8-4-48.

States that, as it is noticed that Mr V. Narasimhiah, is willfully supplying adulterated milk to the Combined Hospitals B'lore, his deposit may be forfeited ~~& notice~~ the contract cancelled and fresh tenders are called for immediately.

To
The S.S.; The C.M.O.
No. M15853-4/Med Dt 8-4-48.

States that as the system of obtaining milk from the contractor is not satisfactory, a dairy can well be started etc and report to be submitted for starting one.

Starting of a milk dairy

5212-5(61)

28) Extract of the minutes at para 10 supra is sent to the Protector for necessary action. For personal Reports from the S.S. & the C.M.O. will be awaited

BB 21/4

29) Req 19/4

Letter no C1705-1 & 19/4/61 GS from the C.M.O. stating that the agrees with the proposal of starting a dairy and suggesting that the Dr. of Agriculture may be consulted as to the cost of materials etc,

30) Proposals from the S.S. are awaited.

31) In the meanwhile if appd. the Dr of Agriculture will be consulted in the matter. Dft proposed is also for consideration

BB 21/4

32) A. This may be done if found req after receiving the report of the SS

Req 21/4

Edn-Sec

33) Consult the Supdt Veterinary Services & also Director of Agriculture

Sen 22/4/61 Req 22/4

34) Submitted with a dft for appl.

BB 22/4

35) Sec Req 22/4

To The Dr of Agriculture
The Supdt. Veterinary Service
No M 16907-8/Secl dt 24-4-61 & 30/4/61
Requested to furnish their opinion.

From A
weekly reminder
to be sent.
14/4
BB

Dr A
Today's case
29/4
BB

21/4/61

V. Narasimhiah
Milk Contractor
Combined Hospitals

"Gokula Milk Supplies"
Main Road, Cubbonpet
BANGALORE CITY

22nd April 1948

Ref.

To,

The Minister for Public Health & Exercise,

B A N G A L O R E.

THROUGH,

The Education Secretary,

Govt of Mysore, B A N G A L O R E.

Respected Sir

The Petitioner above named begs to submit as follows:-

1. That he is supplying milk to the Combined Hospitals, Bangalore City under a contract of supplies.

2. That the contract in force began on 15/8/47 and will end on 30/6/48.

3. That he has made arrangements for the supply of Pure Cows Milk and has under his control about 175 cows. They are in Blackpalli, C & M Station Municipal-Shed, Fort, Gandhi nagar and Cubbonpet, which are the Milking Centres. This fact may be verified both in reference to his accounts and the places where the Cows are. The books of accounts will be submitted when he is given a chance to explain the position.

4. That he has come to know that the authorities are thinking of making other arrangements for the supply of Milk before his contract has expired. It is submitted that the reason for this arrangement is not known to him. The Petitioner has not been proved to have contravened the conditions of his agreement. He has not been found wanting

wanting in deligence in the performance of his contract. The authorities concerned may be referred to for the purpose of verification. The petitioner has given full satisfaction to the Hospitals.

5. That some ago during Sept, Oct & Dec 47, the petitioner was hard ~~hit~~ put to test during the days of disturbances. Even then he has not failed in his supply. He had to do so at great risk and cost.

6. That the petitioner is submitting this petition for the sole purpose of inviting the authorities to inspect the supplies at any time they please both at the places of milking and at the place of supply.

7. The petitioner most respectfully prays that his work should not be judged Ex-parte, if it is that his supplies have been reported to be not up to the mark or standard. Further, a chance may kindly be given to the petitioner to offer his explation before final orders are passed.

For which act of kindness he shall feel ever grateful.

V. Narasimhaiya

PETITIONER.

36) No stay order can be given. We may Anti-corruption may hear what he has to say & see a report, since it is stated that his appln was not taken

OFFICE OF THE MINISTER FOR P. H. & EX.
No. 2710
Date 28.4.48

37) 27/4.

38) Send with a draft for a/cl.

39)

40) 30/4

Starting of a Dairy — Supply of pure milk 621/

To
The Special Officer, E.A. B'lore

No. M16929/Med. 21-5-48

Refers to the allegations against Mr. V. Narasimhiah, Re: Supply of milk; encloses a copy of petition from the Contractor, and requests him to furnish a report on hearing the explanation from the petitioner

Dy. No. 37/47-48

a) This file is returned herewith in reply to his Telephonic request made today by the Asst. Secy., Med. H&M Dept.

10.5.48.

Asst. Secy. Med H&M Mc

b) 10/5

Supply of milk to Combined Hospitals, Bangalore

715/D

Letter no C1BE0-38 1/57 HE from the C.H.O. soliciting orders of Govt for the reasons stated therein.

or (1). to accept the Quotation of Messrs Bharat Dairy & Hotels Thanisandra Main Road at 0-4-3 per pint (2) to take security Deposit of Rs 1,000/ from each or Rs 2,500/ & (3) to split up the Milk Tender into two - one for the Victoria Hospital & the other for the V.V. & Minto Hospitals.

4) On the Complaint report received from the Special Office, & A. against the Milk Contracts of the Combined Hospitals, Bangalore, orders were issued directing the C.H.O. to forfeit the Deposit amount of Mr V. Narasimhiah the present Contractor & to cancel his Contract & to make some other arrangement to obtain milk.

4) Accordingly the C.H.O. has submitted proposals (1) to split up the milk tender into two viz one for the Victoria Hospital & the other for the V.V. & the Minto Hospitals (2) to accept the Quotations of M/s (a) Bharat Dairy Hotels Thanisandra Main Road & Sons at the rate 0-4-3 per pint. It is reported that the daily requirement of milk in each of these hospitals is as follows

(1) Victoria Hospital — About 900 pints
(2) V.V. Hospital — " 700 "
(3) Minto Hospital — " 150 "

Supply of milk to the Coimbatore Hospitals

725/D

As it is felt difficulty to obtain milk from one contractor, the Board of Medical Officers have proposed to obtain milk from two contractors & further they have recommended for the splitting up the milk tender into two as set forth in the P.W.D.

4a) The C.H.O. proposes to receive only Rs 1000/ as security deposit from each of the contractors in case their quotation is accepted only up to the end of June 1948 & Rs 2,500/ if their quotation is accepted up to the end of December'48. The present contract will have to expire by June'48 & fresh tenders have to be called for after that date. It is a point for consideration whether to accept the quotations of the two firms only up to June'48 or up to end of December'48. The security deposit to be taken deposited on this score.

4b) Cancel. The proposal of the C.H.O are for order. [The main file is proposed to be sent to the Spl. Officer, & it as ordered by the Govt may separately]. Incidentally it may be mentioned that the present contractor, Mr Narasimhiah has appealed to put to consider his case & the matter has therefore been ordered to be referred to the Spl. Officer. Tender notification & the agreement to be executed by the parties are also for consideration. Proposals to start a Dairy are also under consideration & part

5/5

5) The main file has been sent to the Spl. Officer E.A. for remarks on the petition of Mr. Narasimha Raiyar requesting that his explanation may be taken

since received & disposed

Copy X
Copy N

Supply of milk to Combine d Hospitals 725/4

725/1

been taken before concluding the Contract.

4) The Chief Medical Officer may now send up these proposals.

4) Ref for consideration whether new contracts may be approved or deferred till a report is rec from the Spl Officer

Exec-Reg 7/5

5) Put the main file today for reference 7/5/48

Exec 10/5

10/5

7/5/48

5) I have phoned to the Spl Officer EA for returning the file 10/5

Sd 6) The main file is linked hereto. Ref: Para 5 supra. 54

Exec-Reg 11/5

11) 11/5

11/5

55 (12) The tender now received from the Bharat Dairy is a little cheaper than the rate that was given to Mr Narasimhaiah. The Commissioner of the C.M.O. to take supply of Milk from Bharat Dairy & Munivenkatappa & Sons may be approved & the C.M.O asked to terminate supply from Narasimhaiah Govt - with. Submitted

EDUCATION SECRETARY No. Dated 13/5/48

deposit of only Rs 600 /- 5 : 725 by
supplies & mills (Combined Hospital)
Bangalore.

56 +3) This new contract may 7451J8018
be in force till the end of
June 48.

~~On the meanwhile, the~~
~~C.T.O. will be asked to~~

57 +4) The revised form of C.T.O. will be
sent to the Contractor
for his information & when
the new tenders may be
called for, for
fresh tenders 1-7-48.
Notify from 1-7-48.
Min - P.H. ) Sen
Revd 14 leg 13/5/48

GENERAL & REVENUE SECRETARIAT
U. O. NO. FL. 8166
17 MAY 1948
FINANCIAL BRANCH BANGALORE

OFFICE OF THE MINISTER,
FOR P. H. & EX.
No. 3245
Date 20.5.48

58 +5) 17.5.48 17/5

59 +6) 19/5 7.6.48 Sen 19/5/48

Sen 7/6/48

to send with a draft G.O. for consideration.
~~The tenders~~ Orders are however solicited
re: splitting up of the tender into two
parts.

61 Edn. dept 11/6

Edn. dept
d. 14/6/48

62) Sent a proposal for the
renewal of the
Edn dept

14/6

Supply of milk to the Combined Hospitals

2515-5665 80 V8

To

The C.M.O.
" S.S.
" Director of Hospitals Blore
" Comptroller to Govt.

No. M 19689-92/Med 24-47-110.
D 15-6-48.

~~Sanctions~~ Approves the recommendations of the C.M.O. Re: Acceptance of the tenders of M/S Bharat Dairy & M/S Munivenkatappa & Sons and taking the security deposit of Rs 1000 only/and to terminate the contract of M/S Munivenkatappa & Sons ~~splitting~~ the milk tender of the Combined Hospitals into two

63) Recmd. Reg paras 57 ~~exempt~~ 62 supra The 8pt tender notification & copy of the agreement to be taken have to pertain to be approved. The previous tender notification is also put up for reference.

16/6 64) The S/Sh Officer E.A who conducted the ~~negotiations~~ negotiations & reported about the tender notification may be called in & the present notification shall be dropped

Echo - Ag 16/6

65) Yes. - may officially in remarks to case 4 days 19/6 Med

S/Sh Officer E.A may 19/6 20/6

Map X
Map Y
Map R

Report received from the C.M.O. is also put up herewith.

19/6

Notification under Section 6 which is to be published

L.D. 51
Typed

2608 &018

RL

b7) The draft tender notification is returned ~~to~~ along with the file after indicating (in pencil) certain verbal corrections and alterations that seem desirable. These may, if deemed fit, be incorporated. (The portions in the draft bracketed out in pencil are suggested to be omitted.)

Asst. Secretary)
Now S M
M/c

24.6.48.

b6) Put up a fair draft notification as per orders at para b5 supra

25/6
BB

b8) Put up a fair draft notification embodying the suggestions made by the Special Officer

Now
Typed 26/6

b9) Submitted with a typed draft notification as instructed

28/6
BB

b10) Typed draft notification in accordance with the suggestions made by the Spl Officer, is put up for consideration & approval

Now
Secy 28/6

THE LEGISLATION SECRETARIAT
Date 28/6/48

11) Sir, Is there not be some power under the statute to levy fine?

2. The provisions in penal clauses 13 & 14 overlap

For favour of verification, remitting & return of the notification

Law Secy
MC
28/6/48

Now
29/6

SECRETARIAT DEPARTMENT
2963
29 JUN 1948
30/6
GOVT. OF MYSORE

Sri. KN.G
Now 30/6

12) Notification calling for tenders

Tender for Supply of ~~[illegible]~~ Hospitals

2608
Kh

are not "notifications under enactments" and as such, the Legislation Branch does not ~~undertake~~ deal with such notifications of purely administrative Character. For orders, whether the file may be returned to the Medical Branch with the above remarks

Secy 30/6/48

73) A question of law has been raised, and hence, if approved, the file may be sent to the Law Branch, which is the Branch concerned, dealing with opinions on points of law.

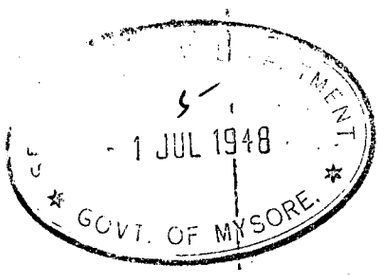
Mas 30.6.48.

MRV 4/7

Secy)

8/7

Law Branch)



26 Dec Law

4087 Law

24) Levy of fine is not governed by any statute, but by agreement of parties. It is perfectly open to the parties to stipulate penal terms in case of breach of any of the terms of the contract. In fact, such penal terms are part of almost every agreement entered into by Departments and private parties. Cl.13 and 14 of the agreement are therefore not improper. It is better to have the word 'cancelled' instead of 'annulled' in Cl.13 of the agreement.

Third Note

SECRETARY, LAW DEPARTMENT
5 of 3
6 DEC 1948
GOVT. OF MYSORE

for 4/12

Law Secy)

25) Re opinion of the AG

Mysore Manual

BK 6/12

Law 45 dy 6-12-48

26) Forwarded with compliments to the

for 6/12

Advocate-General for favour of opinion.

By order

for Secy to Govt

Law D

MM 6/12

Food. 413/48-49 dy 6-12-48

No. Dr. 645/48-49 dy 3.1.1949

27) Retransmitted w/e.

I have perused the draft notification made some alterations. I think the last sentence in para 11 may be omitted. It is said that the chemical analysis certified by the chemical examiner shall be the basis for deciding whether the requisite standards have been conformed to. Nothing more need be said about it. In a person making the Secretary the final authority to give a decision re: quality of milk conflicts with the above provision and in my opinion also seems repugnant in that it constitutes one of the parties to the contract the final authority to decide whether the terms have been carried out by the other party. By Ethirajulu Naidu 28/12/48

SECRETARY, LAW DEPARTMENT
5886
3 JAN 1949
GOVT. OF MYSORE

for 3/1

1889 3/11

4087/Law

Tenders for milk supply 1948-49

78) The Advocate General's remarks are of a formal nature. The draft may be suitably altered as in the light of the suggestion & finalised by the Advocate General. (Law Secretary)

SECRETARY, LAW DEPT. 61A 11 JAN 1949 GOVT. OF MYSORE

10/1/49 1071

Law Secy) 1071

79 13/1/49.

~~Secy to Govt~~ Law Secy) 1571

WC

80 The draft Notification as modified by the Advocate General and approved by the Law Secretary is for approval.

EDUCATION SECRETARIAT Rs. Dated 15/1/49

15/1

Ch. 24/1/49

81 The above notification suggested by the Advocate General may be issued. The rate should be in force only for the year 1948-49 as tenders have been accepted for the calendar year 1948 already.

OFFICE OF THE MINISTER, FOR P. H. & EX. No. 5037 Date 15/2/49

Secy (P.H.) 15/2

82 For issuing approval as now modified

Minister P.H.) 15/2

83 15/2

15/2

80/T M

84 Subd. to the draft forwarding the draft Notice duly approved. (The draft agreement
Q returned along with this Notification from the Govt
R. has also the approved vide para 8 of their letter d. 1-5-

Cy 28/2 BB

85 Issue the GO new proceedings & remainder

Mes 1/3

XX
T.S
sni B.V
1/3

To

The Senior Surgeon
The Dir of Hospitals.

No. H 16836—7/Med 24-47-130.

Fds the tender notification for adoption re: ~~tender~~ supply of milk to the Victoria, VV and Hindu Hospitals.

Remitted as directed above.

Cy 26/3 BB

86 Please ascertain if issue the GO agreement sent vide letter dt 18/3 and may kindly also request appl

Mes 28/3

87 Subd. with a draft.

Cy 2/4 BB

88

Mes 4/4

T.S
sni B.K.
4/4.

To

The Senior Surgeon

No. H 18578 dt 22/4/49.

Requests to inform whether the draft agreement sent with his letter ~~dated~~ No. C 1680-3 dt 1/5/48 [illegible]

No. G.C.35-28/ 24-3-1948.

Retransmitted with compliments.-

83/ The security deposit paid by Sri. V. Narasimhiah was ordered to be forfeited to Government in letter No.M 15852/Med. 24-47-83 dated 8-4-48 of the Secretary to Government in the Education Department addressed to the C.M.O. Women's Hospitals in Mysore. No recommendation appears to have been made by the Hospital authorities for forfeiting the security, nor am I aware of the circumstances under which orders for forfeiting the security deposit were passed. As G.O. No.M. 19689-9/24-47-110 dated 15-6-48 sanctioning among other things, the termination of the contract of Sri. Narasimhaiah did not indicate the withdrawal of the previous order, the Secretary Combined Hospitals appears to have taken action for forfeiting the deposit to Government. If the representation of the ex-contractor for the refund of the deposit meets with favourable consideration of Government the Secretary, Combined Hospitals will be instructed to refund the deposit.

R

Sd/ T.Seshachalam.
HON:SURGEON & DIRECTOR

Copy

General and Revenue Secretariat | File No. | of 194

Serial No.

90 Sri V. Narasimhiaya was the milk Supplier to the Combined Hospitals in Bangalore from 1-8-1947 as per G.O. Dt 8-8-1947. His tender was accepted for supply of milk for ~~one~~ eleven months from 1-8-1947 at 3 3/4 pints per rupee. Complaints having been received against this Contractor to the effect that he was not supplying pure milk, the matter was referred to the Special officer for Efficiency Audit and he in return sent the sample of milk to the Public Health Institute for analysis ~~and~~ also made an enquiry. The Chemical Examiner stated that the milk was an adulterated milk containing 30% water and the Special officer sent a detailed report in the matter and stated that necessary disciplinary action should be taken against the Contractor. in this office letter d. 8-4-1948 and

91 Accordingly in G.O. d. 15-6-1948, the Dir. of Hospitals was requested to take action to terminate the supply of milk from Sri V. Narasimhiah forthwith and his deposit forfeited. Kind reference is invited to paras 7, 9, 19-23 of the Notes.

92 Sri Narasimhiah, milk Contractor has now appealed to Govt. to issue orders permitting him to take back the deposit amount of Rs 5000/- which was forfeited to Govt. as per G.O. of 15-6-1948. The Director of Hospitals who was consulted now has stated that

he is not aware the circumstances under which orders for forfeiting the deposit amount were passed. Submd, for orders.

Ce 3/5 (Ref. paras 7, 9, 14-23 of the Notes)

BR 93. The orders for the discontinuance of the supply of milk from Sri Narasimha Raju was passed on 8.6.48 P
but the Chief medical officer reported in her letter 1st 8.6.48 that Q
that she had secured his contractors 1) Messrs Bharath Dairy & (2) Sri Mani Venkata Rao & Sons agreeing to supply milk and hence fresh orders were issued on 15.6.48 R
with the direction that he commence the supply of milk from Sri Narasimharaju forthwith.

94. It is now stated by Sri Narasimharaju that orders for the discontinuance of supply of milk & forfeiture of the deposit were first issued on 30.6.48 after Precisely for the week period he has supplied milk.

95 It is not clear why the order of forfeiture of deposit was not communicated to Sri Narasimharaju immediately on receipt of such order

Serial No.

9

By 8.4.48.

96 However It is now for orders, whether the deposit amount of Rs. of Rs 5000/- should be forfeited as already ordered. or any lesser amount reduced to any figure in view of the fact that the Contractor to get mills from Nepal upto the end of the period of Contract, but about found adulterated, or not

Secy (P.H.)

96) I think his entire deposit has to be forfeited as it will act as a deterrent to others who resort to similar malpractices

4/5/49

Minister for P.H.)

4/5

98) Orders were issued on 8.4.48 to cancel his Contract* and forfeit his deposit. The order seems to have been served on his Contractor on 30.6.48 when the Terms Period of his Contract has expired. In this circumstance can we forfeit his deposit amount.

Law Dy.

Lawyer 1.5

27/5

OFFICE OF THE MINISTER, FOR P. H. & EX.
No. 6719
Date 12/5/49

SECRET. (L. & W. DEPARTMENT
27 MAY 1949
GOVT. OF MADRAS

Note.—Contn. Sheet

Contract of Sri Narasimhaiah

File No. of 194 .

82687

General and Revenue Secretariat

Serial No.

99 The period of contract was from 1st August 1947 to 30th June 1948 (both days inclusive). The order of forfeiture dated 8-4-1948 is stated to have been served on 30-6-1948, the last day of the contract. The deposit could have been forfeited then alone. There appears to be no objection to give effect to that order now. The Advocate-General may also be consulted.

SECRETARIAT DEPARTMENT
11.284
1 JUN 1949
GOVT. OF MYSORE

Law Secy) 1881/11/61 fr 1/6

Rev. Sec. No. 116 Or 14/6/49 fr 13/6

100 Forwarded with compliments to the Advocate-General for favour of ... By order

Sd/- 10/1

Sd/- for Secy to Govt Law Dept

Ftm. Sec. No. 898 of 1949 dt 14.6.49

Returned with compliments

Rev. Sec. No. 137 to 8 Secy. dt 16.6.49.

101 It is not clear whether the contractor Narasimhaiya has executed any separate agreement after the acceptance of his tender embodying the terms & conditions of his contract to supply milk or whether he supplied milk only on the basis of the terms & conditions contained in his tender notification dated 14.6.47. If he has not executed any separate agreement and has been supplying only according to Tender conditions the same alone will have to be looked into to see if the security deposit can be forfeited. It may also have to be pointed out under what

WD 02853—GPB—30,000—11-5-48

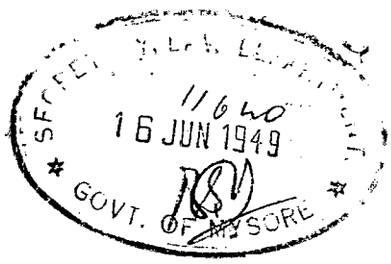
clause of the agreement or Tender form it is proposed to forfeit the deposit. As it is I fail to see any grounds for so doing. A fine of 5% is provided in cl 12 for supplying inferior milk & it is only in cases of "continued or frequent violations of the terms of the contract" that the contract itself can be annulled & the security forfeited to Govt. The contractor has continued to supply milk up to the end of the period of contract & does not come within the sub cl. (2) of cl 12. The milk is also prescribed it shall be of the first quality & stand the test of lactometer. In the report dated 16-1-48 it is stated that the milk was giving a reading of 25 which was being accepted from a long time in the hospitals. It is only an analysis of the milk was condemned as being watered or adulterated: No fine was apparently imposed at any time by the Secretary of the Hospital either on that occasion or at any other time either prior or after in accordance with cl 12.

In the absence of proof of "continued or frequent violation of the terms" there seems to be no right in Govt to forfeit the deposit, which can be gathered from the materials placed before me in the file. If there are any other

Civil Secretary - contract - Sri Narasimha &
506

circumstances or explanations for
the above the same may be
explained when I will examine
the matter further

Personal Assistant
16. 6. 49




16/6

102 If approved the advocate will be requested to kindly furnish information on the points called for by the Advocate General in particular, if there any agreement apart from the tender was executed by the party and whether breach of the condition was frequent. enforcement

Min
17/6 20/6

Assessment will

16/6

103 A copy of Advocate General's letter will be sent to the Director of Horticulture for furnishing the information

required on several points.

Ce 25/6 104 A copy of the note may be sent by the Advocate General to the Dr of Hospitals & he may be asked to furnish information on the points raised by the Advocate General

Secy (P&A) 28/6
Los 28/6/49
28/6/49 28/6

106 Secy: with a draft.

Ce 27/7 107

T.S X X see M.S.R 5/7.

5/7

To

The Dn of Hospitals.

No. M 25-30 dt 19/8/49.

Forwards a copy of a note by the Advocate General re: refund of the deposit amount paid by Sri V. Narasimhaiah with a request to furnish information on the points raised by the Advocate General.

506
10335

From - The Senior Surgeon
No. C 1680-8 d. 13-6-1949
States that approval of
Govt. for the draft agreement
is necessary and requests approval
for the same.

Q 108) In place of letter dt 4-5-1948 from
the Chief. Secy. Govt. a copy of agreement
and a copy of tender notification were
sent to Govt. for approval. But only
the draft tender Notification was approved
and sent to the S.S. & Dir. of Hospls. in his
R D/Secs letter dt 23-5-1949. After the S.S.
and the Dir. now request that draft
agreement also may be approved and
sent to them.

109) Draft Notification as approved by Govt.
and the draft agreement is put
up for approval.

The file may be sent to Law Branch
for scrutiny of the draft agreement

JS 13/8
BY

The Law Opinion is
available at para 74 - Supp
Vol. IV - not
not
20/8

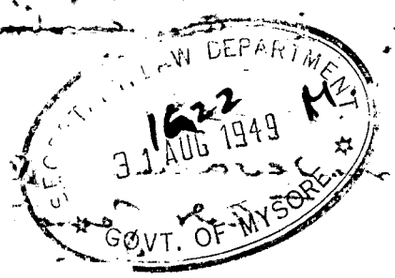
110) In para 74, the agreement has not been
scrutinised and corrected. It is stated that it
is open to the party to stipulate penal terms in
case of breach [illegible] any of the terms of Contract and
that such penal terms are part of every
agreement entered into by Govt. & private

1447/L

party. He under notification was referred to the Advocate General & the Law Dept. vide paras 75-76 supra.

29/8

Law Secy

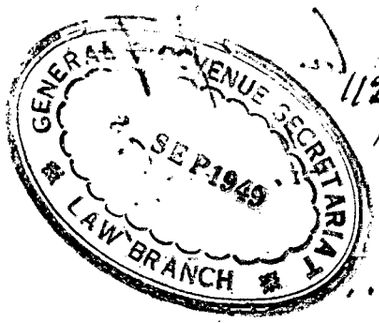



30/8/49

Law Secy (W.6.)

Law Br.

1884/2191



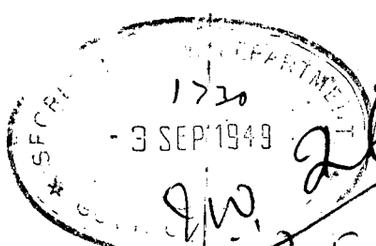

112) Kind of the instructions to the Advocate General at para 101 supra. If particulars called for can be furnished, it appears will be useful to the Advocate General and the draft agreement with corrections for order.

1.C.3.9.49

The A.G. may be consulted

113) yes.

Law Secy)




1884/2191

7.9.49

114) Forwarded with compliments to the Advocate General for favour of

By order,

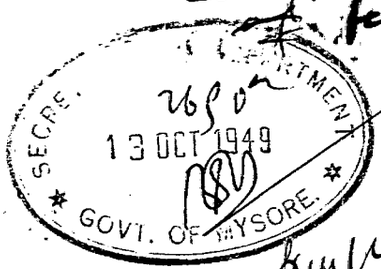
M.K. Varadaraj Iyengar
for Secy to Govt
Law Dept

7000.183/49-50
8.9.49

No. nn. 46 of 49-50 10335
dt 13.10.49
Returned with compliments

115) I am sending herewith a draft of the agreement I have redrafted the agreement as there were a number of repetitions in the agreement draft sent up by the Dept. it does not embody the terms + conditions contained in the ~~contract~~ notice calling for tenders.

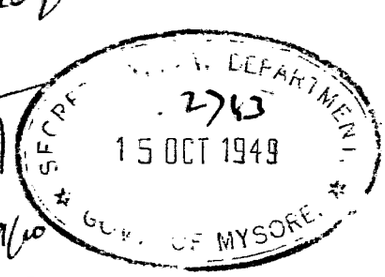
M. V. Varadarajan
Asst General
13.10.49

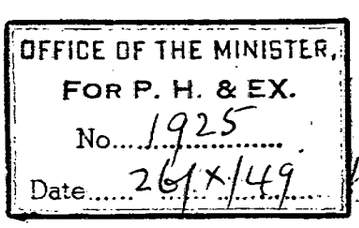



116) A revised draft has been prepared by the Assistant Counsel. The Advocate General may kindly verify the particulars with reference to the terms therein.

15/10

Land Secy) 117)
Secy P. H) WC)




118) The draft agreement as revised by the Advocate General will be forwarded to the G.S. and the Director of Hospitals as an approved agreement form for adoption.

119) A. may be done

Secy PH)

Rate of agreement in respect of supply
Refund of the deposit amount) of Cocoa nuts.

121) Subm. with a draft. 2133

Ce
15/11

122)
15/11

T.S
XX T.S.K
15/11

To: H.S.
a Dir. of Hos.
No. H. 7152-3 dt. 13-11-49.

Forwards for adoption the form of agreement to be signed by the Contractor for the supply of price Cocoa nuts.

From - The Director of Hospitals.
No. GC 135-58 dt. 16-9-1949

Furnishes the information required.

123) The Director of Hospitals has furnished the information required by the Advocate General in para 101 of the Notes. If approved, the file will be referred unofficially to him for remarks.

Ce
21/11
BB

Secy (Pt)
124) Yes
22/11/49

21/11

No. HO 163 23/11/49
125) Forwarded with compliments to the Advocate General for remarks/4
with ref to para 101 supra.

By orders,

Secretary to Govt.

Hos 383/HS-50
dt 24.11.49

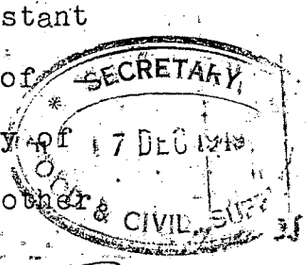
No. HO. 89.
49-50
dt 16.12.49.

Returned with compliments.

126) I do not think this is a proper case in which the

forfeiture of the large sum of Rs.5,000/- deposited by the Contractor can or should be effected. From the report of the Director of Hospitals, it is seen that during the whole year of the contract the Contractor has been punished only once with a fine of Rs.15/-. There is no evidence that there was persistent or wilful breach of the terms of the contract as noted by me in my note dated 16-6-1949 or even that frequent complaints were made and communicated to the contractor. A daily register of remarks on the supply of milk would have been useful to prove this and it does not appear to have been maintained. Even after the fine and after the Government Order in April 1948 that the contract may be cancelled, the Contractor appears to have been permitted to supply the milk till 30/6/1948, i.e., for the period that was remaining and no complaints seem to have arisen at that time. The lactometer test appears to have been the only criterion regarding the quality and not chemical examination as provided now by the present agreement and the milk seems to have passed the lactometer test. The contractor's case is that he has been purchasing milk from others in addition to getting them from his own dairy and no doubt his accounts show that a much smaller than they supply has been obtained from his dairy. It would be a sad commentary on the hospital administration and of those who had to inspect and test the milk if it is alleged by Government that all that difference was made up by water which no one was able to discover and report and on mere suspicion that the milk must have been diluted, a forfeiture of such a large sum would, in my opinion, be difficult to justify in a court of law.

127) The case discloses the need for more vigilant and constant check on the quality of milk supplied and the maintaining of some routine registers showing the quantity and the quality of the milk supplied every day, record of the lactometer and other periodical tests.




P.V. Rajamannar
Advocate-General.

H/16.12.49.

17/12/49

Request to return the forfeited deposit amount to Sri Narasimhaiah

[App. F. III-2

General and Revenue Secretariat — Law/md. File No. 2183 of 19

WD 06071—GPB—25,000—20-6-49

Serial No.

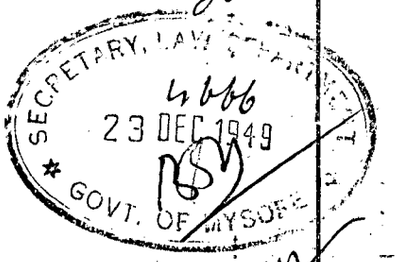
128) In view of the opinion furnished by the Advocate General, the file may now be sent to Law Secretary - vide paras 98–100 supra.

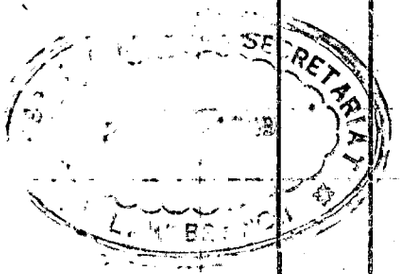
22/12

(Law Offr.) 22/12

22/12/49

(Law Secys./C.)




129) The point originally referred for legal opinion was whether the Government could give effect to the order of cancellation of contract and forfeiture of the deposit dated 8-4-1948 on 30-6-1948/the being date of expiry of the contract itself.

130) Kind reference is invited to the opinion furnished at para 101 Supra. It was opined that even though the order was passed on 8-4-1948, it could be given effect to on 30-6-1948 on which date the contract is said to have expired. The question of validity or otherwise of the order did not come into consideration at all.

131) The Advocate-General has gone into the merits of the case and states that considering the latches on the part of the Department and failure of supervision, forfeiture of such a large sum would be difficult to justify in a court of law. Considering the equities of the case he opines that in as much as the contractor had been permitted to supply milk till 30-6-1948, even though the order could have been enforced much earlier, forfeiture on the last date is not justifiable,

132) Whether on merits and considering the equities it is desirable to cancel the contract and forfeit the amount is however a matter for consideration of the Admin

NOTE—Contn. Sheet.

1447/Cons.

File No. Refund of deposit amount - claim of Sri Narasimhaiah of 19 . General and Revenue Secretariat

2483/47

Serial No.

by the Administrative Secretariat. This aspect was not considered when opinion was furnished at para 101 Supra as it was not referred to the Law Dept for opinion.

GOVT. DEPARTMENT 27 DEC 1949 GOVT. OF MYSORE.

Law Secy) 27/12

Secy P.H. WRE) 28/12

29/12/49

The opinions of the Advocate General and the Law Deptt are contained in paras 126 to 132 above. Subs for orders with ref to Minister's query in para 98 supra.

29/12

Secy (M)) 30/12

Minister for P.H.) 30/12/49

30/12

OFFICE OF THE MINISTER, FOR P. H. & EX. No. 3068 Date 31/12/49

The opinion of the Advocate General gives cogent reasons as to why the refund order to forfeit the security deposit should not be enforced. It is a pity that due to a lacuna in the agreement a case which was fit enough for taking a serious note of, goes unpunished. A contributory cause to this has been the delay that occurred in communicating this order of forfeiture on the defaulter. In the circumstances, the amount is to be refunded.

11/1/50

Refund of deposit amount to Sri V. Narasimhaiah

[illegible] F 111-2

General and Revenue Secretariat

MG File No. of 19 2433

Serial No.

Subd. with a draft S.O.

G
17/1
BS

Subd. with a revised S.O and an Endorsement (2 drafts)

G
16/1
BS

Sec (M)

MG
16/1

MG
17/1

T.S.
M.S.R
17/1

To
The SS
The Dr of Hospitals
The Comptroller
No M 11817-19/Med 2441-134 D (8-1-57)
Directs that the deposit of Rs 5000
of Sri Narasimhaiah, Ex-Dresser
Contractor, Combined Hospls, Bl
be refunded to him

S.O
17/1
BS

Note.—Contn. Sheet.

Two bottles of milk, about 3/4 pint altogether, were taken as samples out of two cans of fresh milk brought on wharf for supply to the hospital under contract to the Canterbury Hospitals Kitchen at 8.15 am. on the morning of 8.1.43 in the presence of the following persons. The bottles were sealed with the hospital seal as well as with the personal seal of the Secretary, the latter being retained by a special officer, pending further enquiries of the analysed tests.

A.K. Gorrie
Resident medical officer

Secretary to the Hospitals

Food Inspector

Contractor's representative

A.K. Gorrie
8.1.43.
Special officer, pending analysis

Submitted.

Beg to report that Mr. V.Narasimhamiah of Gokul Diary is supplying milk to the Victoria, Minto and Vanivialas Hospitals He also supplies milk to the Epidemic Deceases Hospitals

He is learnt to own 3 buffaloes and 10 cows. The quantitiy of milk supplied to the Three hospitals Victoria, Minto and Vani Vilas is about 800 seers perday and about 30 seers per day to the E.D.Hospital

He does not milk the cows in presence of any of the Hospital authorities but supplies the same in cans at about 8-30 A.M. in the Hospital.

Mr. Raghunatha Rao Maney was the Secretary of the three Hospitals Victoria, Minto and Vani Vilas and there is a separate person to the E.D.Hospital. There is one Papanna who supervises the supplies to the three hospitals noted above.

Inspector of Police;
Anti-Corruption Measures.

6th January 1948

EA 504/47-8 dt 8-1-48.

8th Jan 8

To

The Superintendent,
Public Health Institute,
BANGALORE.

Sir,

I have the honour to forward herewith for analysis, for the marginally noted purposes, a sealed bottle** containing a sample of fresh milk obtained this morning and to request that very early intimation of the results of the analysis may kindly be sent.

1. To find out whether, and if so to what extent, there has been dilution of the sample with water;
2. To find out whether there has been any adulteration and if so, what is its nature and extent; and
3. To examine if the sample is good whole milk containing all the necessary chemical ingredients and consumable by children and adults alike under all circumstances.

I have the honour to be,
Sir,
Your most obedient servant,

SPECIAL OFFICER.

**Bottle bearing M & B mark and sealed with two seals, one of the Victoria Hospital and another bearing the initials "R.M.".

E.A-205

C. F. No. 46]

**GOVERNMENT OF MYSORE**

No. 6/47-8
Encls.

**OFFICE OF** the Chemical Examiner,
Government of Mysore, Bangalore.

**Date** 8-1-48.

**To** The Special Officer,
For Efficiency Audit,
Bangalore.

**Sir**

With reference to your letter No E.A. 501/47-8 dated 8-1-48, I have the honour to state ~~and~~ that the bottles and the letter addressed to the Superintendent, Public Health Inst. has been received by me ( the post of the Superintendent, Public Health Institute has been abolished since March 1945) If the milk is to be analysed for a private party a charge of Rs 10-0-0 will be levied ~~by~~ as per Government order, which has to be paid in advance. If it is for Governmental purposes, a bill will be sent in due course . It is not stated whether any preservative has been added and whether a mere Chemical Examination will do or whether Bacteriological examination has also to be conducted .The sample of milk has been stored in the ice box pending your reply.

I have the honour to be,
Sir,
Your most obedient servant.

*Chemical Examiner*
*to the Government of Mysore.*

505/47-48

8th Jan 8

To

The Chemical Examiner
to the Govt. of Mysore,
BANGALORE.

Sir,

With reference to your letter No. 6/47-48 of today in reply to my letter No. E.A. 504/47-48 addressed to the Superintendent, Public Health Institute, regarding the analysis of a certain sample of milk, I have the honour to state that the analysis is being asked for for Governmental purposes. If a fee is to be levied according to rules even in such cases a bill as stated by you may be sent in due course. No preservative has been added to the sample and practically the entire scope of examination has already been indicated in my last letter. No bacteriological examination would, for the time being, be necessary, but a portion of the sample may kindly be kept away for a short period in case it is subsequently found necessary. If possible it may kindly be mentioned after analysis, whether or not the sample

is .....

is cows milk.

I have the honour to be,
Sir,
Your most obedient servant,

SPECIAL OFFICER.

C. F. No. 46]

# GOVERNMENT OF MYSORE

No. 25
Encls.

OFFICE OF the Chemical Examiner,
Public Health Institute, Bangalore.

Date 9th January 1948.

To

The Special Officer for Efficiency Audit,
Bangalore.

Sir,

With reference to your letter No.504/47-48 dated 8th January 1948 forwarding a sample of Milk for Examination I have the honour to report the results of analysis as follows:-

| | | | |
|---|---|---|---|
| Specific Gravity at 60oF | .... | 1026 | normal or standard 1032 to 1034 |
| Total solids | ... | 9.0 % | not less than 12.8% |
| Fat | ... | 1.0 % | not less than 4% |
| Solids not fat | ... | 8.0 % | |
| Ash | ... | 0.40 % | do: 0.56% |
| Water | ... | 91 % | |

12/1/48

I am of opinion that it is an adulterated Milk sample not conforming to the standards of the Cow's milk. It contains nearly 30% water (added)

I have the honour to be
Sir,
Your most obedient Servant

SD. C.V.Nataraian,
Chemical Examiner,

Duplicate "C O P Y." issued on 12-1-48
as per request
N.V. Pilla Bhatta
for Chemical Examiner

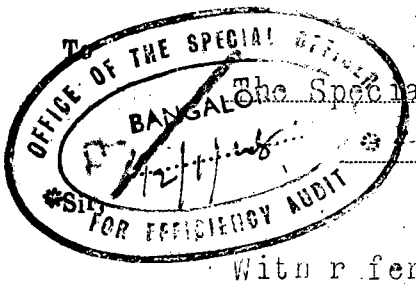
C. F. No. 46]

# GOVERNMENT OF MYSORE

No. 25
Enc[l]

OFFICE OF The Chemical Examiner,
Public Health Institute, Bangalore.

Date 9th January 1947.




To The Special Officer for Efficiency Audit,
Bangalore.

With reference to your letter No.504/47-48 dated 8th January 1948 forwarding a sample of milk for examination I have the honour to report the results of analysis as follows:-

| | | | |
|---|---|---|---|
| Specific Gravity at.60°F | ... | ... | 1026 |
| Total Solids | ... | ... | 9.0% |
| Fat | .... | ... | 1.0% |
| Solids not fat | ... | .... | 8.0% |
| Ash | ... | ... | 0.40% |
| Water | ... | ... | 91 % |

I am of opinion that it is an adulterated milk sample not conforming to the standards of the Cow's milk. It contains nearly 30% water (added)

I have the honour to be,
Sir,
Your most obedient servant,

Chemical Examiner.

## E OF THE SECRETARY, VICTORIA, VANI VILAS MINTO OPHTHALMIC HOSPITALS, BANGALORE.

*Tender Notification dated 14th June 1947.*

Notice is hereby given that sealed tenders, in quadruplicate on half-sheet foolscap sized paper will be received at the Office of the Secretary, Victoria, Vani Vilas and Minto Ophthalmic Hospitals, Bangalore City, by the undersigned at 11 A.M. on Saturday the 5th July 1947, at his office in the Victoria Hospital, Bangalore, for the supply of Fresh Drawn Pure Cow's Milk required for the use of the said hospitals from 1st August 1947 to 30th June 1948, both days inclusive. The Milk to be supplied should be " Fresh Drawn Pure Cow's Milk. "

Tenders to be superscribed as "Tender for the supply of Fresh Drawn Pure Cow's Milk to the Victoria, Vani Vilas and Minto Ophthalmic Hospitals, Bangalore."

No tender will be received, unless accompanied by a deposit of Rs. 2,500 in treasury receipts only.

No tender will be received after the date and hour abovementioned.

Tenders will be opened by the Secretary at his office in the Victoria Hospital, Bangalore, on the date and at the hour abovementioned in the presence of such tenderers as may choose to attend.

The rate for the item must be specified in figures as well as in words. The value of the tender must be worked out according to the rate tendered and the total value must also be entered in words in ink. Tenders not conforming to this rule will be rejected.

The quantity required as stated below is not guarnteed.

The Senior Surgeon does not bind himself to accept the lowest or any tender or to assign any reason for not accepting any tender.

The deposit of the successful tenderer will be retained and will be forfeited to Government if he fails to complete the contract by executing the necessary agreement and furnishing the required security of rupees five thousand, within three days from the date of receiving information of the acceptance of his tender.

No advance of cash will be made to the contractor. Payments for the milk supplied in each month will be made as soon as possible after the 15th of the following month, quantity of milk supplied being based on the totals of the diet sheets.

Milk should be of the first quality and it should stand the test of lactometer at all times. The decision of officers regarding the quality of milk will be final. Milk should be supplied at 7 A.M. and 5 P.M. daily at the combined kitchen in the premises of the Victoria Hospital on indents in sealed seamless galvanised steel cans. The contractors will be bound, on occasions of emergency, to supply the additional quantity required and also to replace the milk immediately if spoilt or rejected on account of its inferior quality, failing which the required quantity will be purchased by the hospital authorities from outside and the charges debited to the contractor.

The contract must not be sublet.

A fine not exceeding Rs. 50 will be levied by the Secretary for any infringement of the terms of the contract or for the supply of inferior milk and the contract itself will be annulled and the security forfeited to Government in the case of continued or frequent violation of the terms of contract, the defaulter being further liable to make good any loss that may result to Government by the annulment. If the contractor thinks that the fine levied in any case is not justifiable, he may appeal to the Senior Surgeon, who will have power to fine up to Rs. 100.

In case the contractor ceases to abide by the contract at any time during the currency thereof, he shall forfeit the security to Government and also be bound to make good to Government any loss which may arise from such cessation.

The tenderers should submit their tenders along with the Solvency Certificates to the extent of at least 25 per cent of their tender amounts from the Revenue Authorities. Tenders not accompanied by solvency certificates will be rejected. Solvency Certificates obtained six months prior to the date of submission of tenders and joint solvency certificates will not be valid.

| Particulars | Probable quantity required. |
|---|---|
| (In Imperial Pints of 20 ounces each) ... | 541,200 pints |
| Approximate daily requirements ... | 1,640 ,, |
| Morning ... ... ... | 740 ,, |
| Evening ... ... ... ... | 900 ,, |

9229—s o 50

D. R. MANAY, *Secretary.*

# R E P O R T

Copy
*: Placed in record file

The chief complaint made in the petition referred for enquiry is that the milk that is being supplied to the Government hospitals in Bangalore City by the milk contractor, one Mr. V. Narasimhaiah, is highly adulterated. It is also alleged that the contractor is heavily bribing the Secretary and the Kitchen Superintendent.

After getting certain confidential and preliminary enquiries made re: the mode and time of supply of the milk by the contractor, the sources of supply etc., I paid a surprise visit to the premises of the combined kitchen in the Victoria Hospital on the morning of 8-1-1948 just at the time of delivery of the milk. With the concurrence of the Medical Officer, Victoria Hospital, and in the presence of the R.M.O., the Secretary of the Hospitals, and the contractor's representative who had accompanied the consignment, two samples were taken* at random out of the milk brought for supply and sealed in bottles in the presence of the above-mentioned persons and sent directly to the Public Health Institute for analysis, one by me and the other by the Hospital authorities. The results* of the analysis have been received, and while the lactometer kept in the combined kitchen showed a reading (25) which, it is stated, the staff have been instructed normally to accept, the report of the Chemical Examiner shows that the sample is highly adulterated milk, with less than a fourth of the normal fat content, and nearly 30% of water added to it. The specific gravity of the sample is also correspondingly low,

*: vide memorandum, Flag S

*: vide Chemical Examiner's Report, Flag T

being ...

being 1.026 as against what is ascertained to be the normal, viz., 1.030 to 1.034. The analysis also makes it clear that there has been abstraction of fat from the sample, and that such excess water as there has been found in it can certainly not be ascribed to the vagaries of the cows' feed and their breed. Since the sample was taken at random and on a surprise visit, it may fairly be assumed that the entire supply for the day, amounting to over 300 seers, was of the quality indicated by the sample. This will also give an idea of the extent and scale of adulteration normally practised by the contractor, as it can scarcely be contended that the adulteration had taken place only on that d a y.

In this connection, I also interviewed several patients in the Victoria and Minto Opthalmic hospitals and made enquiries amongst them re: the quality of milk supplied to them, and several of the more intelligent of them who might be considered to have been accustomed to the use of milk in their normal mode of life, vouched for the fact that the milk was diluted and was actually skimmed milk. This verdict, if accepted, can not of course serve to lay the entire blame entirely at the doors of the contractor, as it is by no means improbable that the hospital kitchen staff might well take their share in diluting and adulterating the milk before supplying it to the patients, especially in these days of scarcity and high price of milk. The enquiries however clearly indicate that the contractor cannot be free from guilt in this behalf.

Necessary ...

Necessary disciplinary action will therefore have to be taken against him under the terms of the contract and the agreement, for the infringement of the conditions and for wilfully supplying adulterated milk to the hospitals, where the need for pure and unadulterated milk is most imperative. The Municipal Health Department may also take up the question of prosecuting the contractor for adulterating the milk.

This fact of adulterated supply by the contractor is owing to, and has been rendered possible by various circumstances. The tender notification issued in June 1947 in regard to the supply of over half a million pints of milk to the three prominent hospitals in Bangalore City viz., Victoria, Minto and Vani Vilas Hospitals, for a period of 11 months from 1-8-47 to 30-6-48, stipulates the following clauses, embodied in the agreement executed by the contractor:-

i) that the supply should be of "fresh drawn pure cow's milk;"

ii) that milk should be of the first quality and should stand the test of lactometer at all times;

ii) that the opinion of officers regarding the quality of milk supplied is final and any milk rejected on account of its inferior quality should be replaced at the contractor's expense;

iv) a fine not exceeding Rs 50/- will be levied by the Secretary for any infringement of the terms of the contract or for the supply of inferior milk and the contract

itself ...

itself will be annulled and the security forfeited to Government in the case of continued or frequent violation of the terms of the contract;

and

v) that payments for the milk supplied in each month will be made on the basis of quantities arrived at from the totals of the diet sheets.

So far as the first condition is concerned, there is nothing equivocal or vague in it. But the question arises as to how the observance of this condition could be watched and checked. The system of bringing cows to the hospital premises and milking them in the presence of the hospital authorities which was in vogue some 10 or 12 years ago seems to have been discontinued for a long time, and the reasons for this are not quite clear, though the practical difficulty in the way of bringing as many as 200 to 300 cows every day to the hospital premises and milking them there, and in the way of effective supervision for preventing dilution, must surely have militated against that procedure. However, it would appear that in spite of conditions to this effect in former tender notifications, the practice gradually began to be dropped and this desuetude also acquiesced in, until finally even any mention of that clause was omitted in recent notifications. It seems that consideration may usefully be given to the question of the revival of this practice, though the difficulties are all still there and might be somewhat reduced if it is arranged that separate booths for conducting the milking operations are established in

respect ....

respect of the three hospitals, under the supervision in each case of the concerned hospital staff, the overall supervision being entrusted to the Food Supervisor of the combined kitchen and the Secretary.

However, in the absence of the above-mentioned practice, the only two ways of ensuring the observance of the conditions are: (i) by frequent surprise inspection of the places where milking by the contractor is stated to be done, in order to see if only cows are being milked and if any adulteration is being effected; and in any case, (ii) by frequently sending samples of the milk supplied and at random to the Public Health Institute for analysis and by taking necessary action against the contractor in the light of its results. With regard to the first mode of verification, all that has been done so far in this instance is to obtain from the contractor a list of places where he is supposed to be conducting milking operations and the number of cows milked at the various centres. At no time apparently has there been any surprise inspection either by the Secretary or by the Food Supervisor (referred to as Kitchen Superintendent in the petition) of any of these places, or any checking done by them, as it appeared to me that they were unaware of even the location of the centres mentioned by the contractor. I myself visited two of these places and was pointed out several cows as belonging to the contractor and his relatives and ~~xxxx~~ clients to whom he has advanced moneys for the supply of milk. Amidst the cows, there were, in almost every instance, buffaloes also, and it is too much to expect in this context that the contractor would make it a point to supply cows'

milk only to the hospitals. It is therefore absolutely essential, so long as the present contract continues, that in future at least, the Secretary and the Food Supervisor should pay surprise visits to the so called milking centres at the time of actual milking. The second test is even more important and should be resorted to as often as possible. Unfortunately, there is no indication of any such test having been got conducted at any time ever since the contract started, and this might well be because the tender notification specifies only a lactometer test.

What is meant by the expression "The milk should be of the first quality" in the second of the above conditions is not quite clear. It is at best vague and might even conflict with the first condition. As regards the lactometer test, milk giving a lactometer reading of from 25 to 28 (with the lactometer now in use in the kitchen, which bears no indication either of its make or brand) is being accepted from a long time in the hospitals and even in the present instance, the reading was 25. But it is a matter of common knowledge that the lactometer test is highly inconclusive if not misleading, as the specific gravity of milk could be manipulated even after adulteration so as to remain at the usual level. The best test is one of chemical analysis, and using the lactometer is only a rough and ready but by no means dependable way of assessing the quality of milk. It seems therefore that a stipulation that the milk should on analysis conform to the standards prescribed by the Health Department, failing which it would be considered to be inferior quality milk and would be dealt with accordingly, may

very ....

very usefully be added in the tender notifications in future and may well replace condition (ii) mentioned a b o v e.

In view of condition (v) above, it is likely to be contended, as it has actually been in this instance, that as payment is made only in respect of the milk actually supplied as found from the diet sheets at the end of each month, and as milk is supplied to patients only after boiling, such dilution or adulteration as may have been resorted to by the contractor will be eliminated and will not be paid for. This argument, while being plausible, can scarcely carry conviction; for, in the first place, the boiling that takes place in the kitchen can hardly eliminate all the water added, and if it did, the supply would, in the present instance, actually dwindle down to about two-thirds the quantity actually measured out; and in the second place, if there is another spate of adulteration, this time by the hospital kitchen staff (this can by no means be ruled out), after boiling and before actual supply to the patients, the contractor scarcely stands to lose, while it is at the same time possible for any unscrupulous hospital staff to keep back some portion of the supply. The present system of payment also inevitably means delay in the payment of the bill to the contractor as the monthly account, involving calculation on the basis of diet sheets, will take much longer time to prepare than the figures derived straight from the daily receipt account. It also happens, in view of several patients being discharged or for other reasons, that not all the quantity represented by the diet sheet totals will have been supplied to patients or consumed

every day, and any savings of milk on this account apparently goes unaccounted for, while any additional quantity of milk required on account of fresh admission of patients will at once be indented for from the contractor and supplied by him. It is clear therefore that the present system of arranging payment is attended with difficulties and defects and the Board of Medical Officers might well consider the feasibility of adopting the alternative system of paying for the quantity actually purchased or actually measured out, after boiling if deemed necessary. This is only by the way, and what is sought to be made out here in connection with the present enquiry is that the present system of payment stipulated in the tender notification can by no means be considered to eliminate the possibility of excess payment to the contractor as a result of adulteration.

The defective supplies found in this instance thus appear to be the result not only of lack of adequate supervision and of unremitting ~~xxxx~~ insistence on the observance of the conditions of the contract, but also of certain lacunae in the tender notification itself. This does not by any means prevent action being taken now against the contractor, as the terms of the present contract are sufficiently broad to enable disciplinary action being ordered.

The allegation about the contractor giving bribes to the Secretary and the Food Supervisor is hardly capable of any verification unless the contractor himself admitted the transaction, which could scarcely ~~normally~~ be expected in the circumstances. A trustworthy mode of collecting proof in this behalf would

be ....

be to obtain details of property owned and the bank accounts, if any, held by the concerned officials but information regarding the latter at least cannot be compelled to be disclosed according to the law as it stands at present. The officer who has been Secretary for the last two years and over, happens to have just been transferred to another charge and has actually been relieved. Apart from two instances which I came across of certain quantities of milk being rejected owing to their having deteriorated, there was no indication of any positive effort on his part to see that the conditions of the contract were observed. The prevailing difficulties in obtaining milk of good quality and the generality of the complaint in and outside Bangalore may have contributed to this lack of even such action as could have been taken under the circumstances. As regards the Food Supervisor, his qualifications and capacity to work as such are not quite apparent, as he appears to have been transferred to his present job in 1943 from his former post as clerk on Rs 30/- in the Judicial Department. While nothing can be considered from the present enquiry to have been proved against him, it seems desirable that an official with greater experience and training in dealing with matters of this kind could usefully be employed on the work, a change in the official being made more frequently than is done ordinarily, in order to prevent malpractices.

On this subject of milk supply to the hospitals, it seems also that immediate consideration may be given to introducing a more satisfactory mode of ensuring the supply of pure milk. Any system

M 5212

Appendix F. G.—1

SUBJECT .....

.....

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Two fb

zerox

Section M&A

File No. 24-47

Serial No. 83

*Diary No. of letter replied to* 5212 Confidential

No. M/1585

General and Revenue Secretariat

( )

the 194

To.

The C.M.O.

Wanela Hospitals, Matara

Date of issue 8/4/48

Signed by Mr. M.R. Rao

Madam,

Adverting to the G.O. No M 1791-4/Med 24-47-6/8 8/8/47 accepting the tender of Mr V. Nanayakkara for the supply of cows milk to the Combined Hospitals, Bandaranaike from 1/8/47 to 30/6/48 (both days inclusive), I am directed to state that it is brought to the notice of Govt that the above Contractor is wilfully supplying adulterated milk to these hospitals where he need

Dept no 5212

This is ordered to be issued.

8/4/48

Please section

At once please.

8/4

List of enclosures .....

Copied by .....

GEN. & REV. SECRETARIAT 7 APR. 1948 MEDICAL BRANCH

Examined by .....

WD 02745—G PB—25,000—24-6 46

for pure and unadulterated
milk is most imperative and
it appears therefore necessary to
take disciplinary action against him
under the terms of the Contract & the
agreement for the infringement of
the Conditions.

I am therefore to authorise request you
You to forfeit the Deposit & the
Contractor & to Cancel his Contract
and Call for fresh tenders immediately
after incorporating the necessary
Conditions to prevent loopholes with
a view to see that really " Fresh drawn
pure Cow's milk" is supplied. A Copy
of the notification may before issue,
be sent to Govt for approval. I am
to add that for the interim period
milk ~~for~~ may be bought from the
Some Dairy or to make other suitable
arrangements.

Thanking

Yours faithfully

RJL 1/4

Appendix F. G.—1]

SUBJECT.....

.....

.....

T.S. 8/4
3 copies

Section Head
File No. 24-40-
Serial No. 84

*Diary No. of letter replied to.* 5212

No. M/15853-41

General and Revenue Secretariat

( )

the 194

To.

The S.S.
The C.H.O.

Date of issue 8/4/48

Signed by Mr. M.R. Rao

Sir/Madam,

I am directed to state that Govt consider that the present system of obtaining milk from the Contractors for use in the hospitals is not found satisfactory, a daily Can will be started & conducted ~~separately~~ successfully for supply of pure milk to Hospitals ~~& Others~~. I am to request you to ~~be~~ submit proposal for starting a

Dwg 5
This is ordered to be issued.
8/4 issue
BB 5/4

T. section.
Storage please
BB 5/4

List of enclosures.....

Copied by.....

Examined by.....

Mr. A.C.R. Med 24-9-98

6717

C. F. No. 461

**GOVERNMENT OF MYSORE**

No. C. 1705-1

Encls.

**OFFICE OF** the Chief Medical Officer,
Women's Hospitals in Mysore, Bangalore.

**Date** 19th April 1948.

To

The Secretary to the Government of
His Highness the Maharaja of Mysore,
Education Department, Bangalore.

Sir

With reference to your letter No.M 15853-4/Med. dated 8-4-1948 in the matter of submitting proposals for starting a dairy for supply of pure milk to Hospitals, I have the honour to state that I quite agree to the proposal of starting a dairy to ensure pure milk to the hospitals.

I am not aware of the cost of materials, cows, etc, that may be required for a dairy. I would suggest that the Director of Agriculture in Mysore, Bangalore, may kindly be consulted in the matter.

I have the honour to be,
Sir,
your most obedient servant,

CHIEF MEDICAL OFFICER.

---

Appendix F. G.—1]

SUBJECT Starting of a milk dairy in Bandarawela

Section Red "F"

File No. 24-4)

Serial No. 96

Diary No. of letter replied to 3467

No. M16907-8/Mil

General and Revenue Secretariat

( )

the 194

To.

1. The Director of Agriculture

2. The Superintendent Veterinary Service & Animal Husbandry Bandarawela

Date of issue 30/4/48

Sir,

I am directed to state that Govt. Consider that as the present system of obtaining milk from the Contractors for use in the hospitals is not found satisfactory a dairy can well be started and conducted economically for supply of pure milk to Hospitals. I am directed that the Senior Surgeon the Chief Medical Officer, Warren's Hospital have separately

Signed by Mr. M. R. Rao

List of enclosures

Copied by

Examined by

Appendix F. G.—1]

SUBJECT.....

.....

.....

Section Med

File No. 24-47

Serial No. 97

*Diary No. of letter replied to*.....

No. M 16929/Med/1

General and Revenue Secretariat,

( )

the 194

To.

The Special Officer
&
Asst Commissioner ~~of Returns~~
Bandarban

Date of issue 8/5/48

Signed by Mr. M. R. Rao.

Sir,

~~Withdrawn~~ Adverting to your report sent to Govt on the allegations against ~~made with~~ Mr V. Narasimhiah the Contractor of ~~with~~ for the Combined Hospitals, Bandarban I am directed to forward herewith a Copy of petition received from Mr Narasimhiah praying that a chance may be given to him to offer his explanation

List of enclosures.....

Flag Chits/Map

Copied by.....

Examined by.....

WD 02745—GPB—25,000—24-6-46

C. F. No. 45] 7251. Med 24-4

**GOVERNMENT OF MYSORE**

Telegram
Phone

No. C. 1680-3

Encls. two

IMMEDIATE.

THE CHIEF OFFICER, WOMEN'S HOSPITAL, BANGALORE.

Date May 1948.

To

The Secretary to the Government of
His Highness the Maharaja of Mysore,
Education Department, Bangalore.

Sir,

With reference to your letter No.M.15852/Med.24-47-83 dated 8-4-1948, regarding the cancellation of the Milk contract of Mr. V. Narasimhiah to the Combined Hospitals, Bangalore, and to forfeit the deposit of the contractor, I have the honour to state that the orders of Government were communicated to the Secretary of the Combined Hospitals for immediate necessary action.

2) The question has been considered by the Board of Medical Officers and they have resolved to contact immediately other Dairy Men for arranging supply of milk till fresh tenders are called and accepted and, in the meanwhile, to allow the present contractor to supply milk.

3) It is reported that it will not be possible to get the huge quantity of about 1,700 pints daily by other means and there would be a sudden dislocation if the contract is immediately cancelled, without making an alternative arrangements.

4) Quotations have, therefore, been called for and the same have been received from eight Dairy Men. These have been considered by the Board of Medical Officers in their meeting held on the 19th April 1948. The Board is of opinion that it would be difficult for a single contractor to supply the entire quantity of milk required by the hospitals and have, therefore, proposed to select two contractors.

5) Among the quotations received, the rate of the Bharat Dairy at Re.0-4-3 per pint is the lowest and the next to that is the rate of Messrs. Munivenkatappa & Sons, who have quoted 3¾ pints per rupee. These two contractors have, therefore, been selected. Subsequently, the Representative of Messrs. Munivenkatappa & Sons., is reported to have met the Secretary of the Combined Hospitals and has agreed to supply milk at Re.0-4-3 per pint as the Bharat Dairy. Both the contractors have agreed to supply milk from 1st May 1948.

6) The contract of Mr. Narasimhiah, the present contractor, expires by the end of June 1948 and fresh tenders have to be called for, for the supply of milk from 1st July 1948 and onwards. As the contract of the above two firms will be for a period of only two months, they have requested that they may be permitted to give a security deposit of only Rs.1,000/- each as against a security deposit of Rs.5,000/- according to the standing orders.

7) Further, the Secretary of the Combined Hospitals has reported that, of late, it has been found that due to the large quantity of milk required, a single contractor cannot cope with the volume of supply expected of him. As a result, the supply is received late or the quality is poor and the patients are put into inconvenience. To obviate the difficulties arising out of this system, it is suggested that the tender for the supply of milk tothe Combined Hospitals may be split up into two parts. This procedure can be conveniently adopted, as milk is boiled separately for each hospital. The approximate quantity of milk required for each hospital daily is as appended below.

1. Victoria Hospital. ... About 900 pints.
2. Vani Vilas Hospital.... About 700 pints.
3. Minto Ophthalmic Hospital. About 150 pints.

The milk required for Victoria Hospital may be got supplied by one contractor and that required for the Vani Vilas and Minto Ophthalmic Hospitals by another contractor. By adopting this procedure, more competitive rates also could be expected. The Board of Medical Officers also are agreeable to this proposal.

8) A copy of the agreement proposed to be taken from the contractors and a copy of the tender notification proposed to be published are submitted herewith for approval of Government.

9) In view of the above facts, and in agreeing with the views of the Board of Medical Officers, I request you to be so good as to obtain immediate orders of Government for the following:

1. To accept the quotation of Messrs. Bharat Dairy and Messrs. Munivenkatappa & Sons, whose quotations are favourable being Re.0-4-3 per pint;

2. to take security deposit of only Rs.1,000/- from each, in case their quotation is accepted only upto the end of June 1948 or Rs.2,500/- each, in case their quotation is accepted upto the end of December 1948;

3. to split up the Milk Tender into two - one for the Victoria Hospital and the other for the Vani Vilas and Minto Ophthalmic Hospitals.

10) As soon as orders of Government are received and from the date on which the new contractors commence the supply, the contract of Mr. V. Narasimhiah will be terminated and his deposit forfeitedas directed by Government.

11) Solicit immediate orders of Government in the matter.

I have the honour to be,
Sir,
Your most obedient servant,

CHIEF MEDICAL OFFICER.

96

OFFICE OF THE SECRETARY, VICTORIA, VANI VILAS AND MINTO OPHTHALMIC HOSPITALS, BANGALORE CITY.

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Tender Notification dated .....1948.

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Notice is hereby given that sealed tenders, in quadruplicate, on half sheet foolscap-sized paper will be received at the office of the Secretary, Victoria, Vani Vilas and Minto Ophthalmic Hospitals, Bangalore City, by the undersigned ....A.M. on at his office in the Victoria Hospital, Bangalore, for the supply of fresh drawn pure cows milk required for the use of [the said hospitals] from 1st July 1948 to 30th June 1949, (both days inclusive). The milk to be supplied [should be "FRESH DRAWN PURE COWS' MILK FROM PERFECTLY HEALTHY COWS"

2. [Tenders] to be superscribed as "TENDER FOR THE SUPPLY OF FRESH DRAWN PURE COWS' MILK TO

*** (1) The Victoria Hospital

or

(ii) Vani Vilas and Minto Ophthalmic Hospitals, Bangalore,

[Separate tenders, one for the Victoria Hospital and another for the Vani Vilas and Minto Ophthalmic Hospitals must be sent.]

3. No tender will be received unless accompanied by a deposit of Rs.2,500/- for each tender, in treasury receipt only.

4. No tender will be received after the date and hour above mentioned.

5. [Tenders] will be opened by the Secretary at his office in the Victoria Hospital, Bangalore, onthe date [at] the hour abovementioned in the presence of such tenderers as may choose to attend.

6. The rate for the item must be specified in figures as well as in words. The value of the tender must be worked out according to the rate tendered and the total value must also be entered in words in ink. Tenders not conforming to this rule [will] be rejected.

7. The quantity required as stated below is not guaranteed.

8. The [Senior Surgeon does not bind himself] to accept the lowest or any tender or to assign any reason for not accepting any tender.

9. The deposits of the successful tenderer [will] be retained and will

be forfeited to Government if he fails to complete the contract by executing the necessary agreement and furnishing the required security of Rupees Five Thousand for each tender, within three days from the date of receiving information of the acceptance of his tender or tenders.

10. No advance of cash will be made to the contractor. Payments for the milk supplied in each month will be made as soon as possible after the 15th of the following month, the quantity of milk supplied being based on the totals of the diet sheets of the concerned hospitals.

11. Milk should be of the first quality and it should stand the test of Lactometer and Chemical Analysis at all times. The decision of the Secretary or his official superior officers regarding the quality of milk will be final.

12. Milk should be supplied at 7 A.M. and 5 P.M. daily, at the Combined Kitchen in the premises of the Victoria Hospital on indents in sealed seamless galvanised steel cans. The contractors will be bound on occasions of emergency, to supply the additional quantity required, and also to replace the milk immediately if spoilt or rejected on account of its inferior quality, failing which the required quantity will be purchased by the Hospital Authorities from outside and the charges debited to the contractor. The contractor should be prepared to bring the cows for milking in the hospital premises if called upon to do so. If milk is supplied from outside, the place where the cows are milked should be indicated and it should be open for inspection by an official who may be deputed to be present at the time of milking, if felt necessary. The milking cows must be in perfect health and the contractor must be prepared to produce them when required before a veterinary doctor for inspection.

13. 12. A fine not exceeding Rs.50/- will be levied at a time by the Secretary, for any infringement of the terms of the contract or for the supply of inferior milk and the contract itself will be annulled and without any notice and the security forfeited to Government, in the case of continued or frequent violation of the terms of the contract, the defaulter being further liable to make good any loss that may result to Government by the annulment. If the Contractor thinks that the fine levied in any case is not justifiable, he may appeal to the

to the ~~Senior Surgeon~~ Head of the Department, who has power to fine upto Rs.100/- ~~The~~ where orders will be final.

13. In case the contractor ceases to abide by the terms of the contract at any time during the currency thereof, he shall forfeit without any notice the security to Government and also be bound to make good to Government any loss which may arise from such cessation. 14. The contract should not be sublet.

15. The tenderers should submit their tenders along with the Solvency Certificates to the extent of at least 25% of the tender amounts, from the Revenue Authorities. Tenders not accompanied by solvency certificates will be rejected. Solvency certificates, obtained more than six months prior to the date of submission of tenders and joint solvency certificates will not be valid.

| Sl. No. | Name of the Hospital. | Probable quantity required. (In Imperial pints of 20 ozs). | Approximate Daily requirements. | Remarks. |
|---|---|---|---|---|
| 1. | Victoria Hospital. .. | | | |
| 2. | Vani Vilas and Minto Ophthalmic Hospitals. | | | |

Secretary.

D. K. SRINIVASACHAR, B.Sc. (Hons.),
*Special Officer for Efficiency Audit.*

BANGALORE, 750

Dated 12th May.....1948.

D. O. No. 155/47-48(Encl: 2)

EDUCATION SECRETARIAT No. Secl 13/5/48

Dear Sir,

With reference to your letter No. M.16929/ Med. 24-47-97 dated 1st May 1948 regarding the allegations against Sri. V. Narasimhiah, Milk Contractor, I am enclosing a further note after obtaining a statement from him as desired in your letter. The statement also accompanies.

Yours sincerely,

Sri.A.C. Nirvani Gowda,
Secretary to Government,
Education Department,
BANGALORE.

EDUCATION SECRETARIAT Dy. No. 7251

The main file on the subject has been linked to Dy. No. 7251 and sent to Sri Secl on 14/5/48. The receipt of the file will if approved be acknowledged --

In the main file, it is proposed to cancel Mr. Narasimhiah's contract & to take milk from Bharat Dairy and Milk Supply

Edn Secy

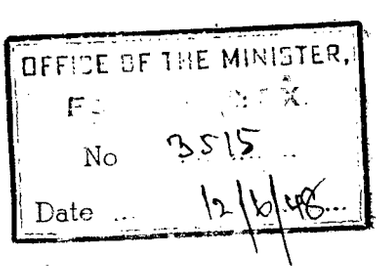
Put up the other file also

The file referred to above is before me this day for P.H. 19/5/48. ~~Labour~~ in connection with the ~~Conciliation~~ acceptance of the proposal of the Committee 24/5/48 for nearly four hours ~~together~~

Educ. Secy 25/5/—

No action appears to be necessary on the application of this contractor

Min P(H) 2/6/48



13.6 Secy 1576

28/6

N O T E.

As desired in Education Secretary's letter No. M. 16929/Med. 24-47-97 dated 1st May 1948, the Contractor, Sri. V. Narasimhaiah, was sent for and his statement obtained before me. His main contention is that he not only owns several cows himself but has actually advanced moneys to others who own them and gets all the cows milked every day, morning and evening, in his presence or in the presence of his agents, and supplies the milk so obtained to the hospitals. He admits, however, the possibility of there having been dilution with water to some extent, without his knowledge, by those concerned while delivering milk to him, though he denies that the milk is skimmed or adulterated in any other fashion. He also denies having supplied buffaloe's milk at any time, as according to him, only cows are milked and their milk supplied. In the course of his statement he also invited me to pay a visit to the various "centres" where animals are milked.

As mentioned in my report before this, the fact that the contractor owns some cows himself, and that he has advanced moneys to others and that he gets cows milked at various places is not being disputed at all. On the other hand, I have already said in that report that a few centres were visited by me and that there were indications of cows and even some buffaloes having been milked at the places. It was felt unnecessary therefore to pay further visits to the milk centres, but nevertheless in view of the contractor's representation, I paid a visit to two more of them since obtaining his statement and found cows being milked at both the places and one or two buffaloes also in evidence at the places. I have examined the accounts produced by him before me and

find ....

find that according to his own showing, the following quantities of buffaloes' milk and cows' milk were purchased by him from his constituents during the months of January, February and March 1948:

| Month | Quantity of buffaloes milk (in srs) | Quantity of cows milk (in seers) | Total (seers) |
|---|---|---|---|
| January '48 | 7312 | 10947 | 18259 |
| February '48 | 4343 | 13936 | 18279 |
| March '48 | 5116 | 14807 | 19923 |

Now, his stand is that all the purchases made by him for supplying to the hospitals have been recorded in his books and it is clear that when the books show the above purchases he has also been supplying buffaloes' milk to the hospitals. Further, from an examination of the quantities of milk purchased by the hospitals during those months, it is seen that they are very much in excess of the quantities shown in the books as having been purchased by him in turn from his constituents. The figures are given below:-

| Month | Quantity supplied to the hospitals | Quantity shown as purchased by the contractor. |
|---|---|---|
| January '48 | 46,050 pints (about 23,000 seers) | 18,259 seers |
| February '48 | 44,274 pints (about 22,135 seers) | 18,279 seers |
| March '48 | 51,934 pints (about 25,970 seers) | 19,923 seers |

It is therefore seen that during every one of these three months, he has supplied to the hospitals a quantity very much more than that admitted by him to have been purchased. This leads to the inference that either the milk has been diluted or that the difference has been made up by purchases made in small quantities for ready cash elsewhere. Either way, the contractor

would ....

would not have fulfilled the terms of the contract, as any small purchases, of the kind indicated, would certainly be not likely to ensure the proper quality of milk.

Thus, both from his explicit admission and an examination of his accounts, the conclusion is inevitable that there has been dilution and adulteration. This is amply proved by a test conducted at the time of inspection, which showed a dilution of the sample by water up to 30% and even removal of certain quantity of fat. I understand that several tests have since been made on samples obtained from the supplies made by the contractor, both by the Secretary of the Combined Hospitals and by the Municipal Health Staff, and that dilution and even adulteration have invariably been detected, though to a somewhat lesser degree than at the time of the first test. Even in his present statement he is unable to explain the fact that the first test led to a detection of adulteration.

The further action to be taken in this behalf is for consideration in the light of the contractor's statement and of the foregoing points.

ವಿಷಯವನ್ನು ಅರಿತು ಸ್ಪೆಷಲ್ ಅಧೀಕ್ಷಕರವರ
ಕೂಬುಮೂಬು.

ಮೈಸೂರು ಪರ್ಮಾಣ ಅಸ್ಪೆಶ್ರೈಗಳು ಹಾಲು ಕರಂಟ್ರಾ
ಪ್ಟರಾದ ಶ್ರೀ ವಿ. ನರಸಿಂಹ್ಯಂಪ್ಪನವರು ಹೀಗ್ಬರೆದಿದ್ದಾರೆ.

ನನ್ನ ಅಜಿಂಯಲ್ಲಿ ನಮೂದಿರುವಂತೆ 15-8-47
ರಿಂದ 30-6-48 ರವರೆಗೆ ಬೊಂಗಳೂರು ವಿಲೇಯುಲ್ಲಿರುವ
ಕಂಬೈಂಡ್ ಅಸ್ಪೆಶ್ರೈಗಳಿಗೆ ಹಾಲು ಪರಬರಾಜುಮಾಡುವ ಕಂಟ್ರಾ
ಕ್ಟ್ ಪಡೆದಿದ್ದೇನೆ. ಅದರಂತೆ ಪರಬರಾಜು ಮಾಡುತ್ತಲು
ಇದ್ದೇನೆ. ಹೀಗಿರುವಲ್ಲಿ 16 ಅಥವಾ 17ನೆ ತಾರೀಖು
ಹೆಸರಿಸಿ ಹಾಲು ಪರಬರಾಜುಮಾಡುವುದನ್ನು ಬೇಡವೆಂದೂ
ಬೇರೆಯವರುಗಳನ್ನು ಕೇಳಲಾಯಿತೆಂದು ನನಗೆ ತಿಳಿಸಿಬಂದರು.
ಅದರಂತೆಯೇ ಅಲ್ಲಿಯೂ ಹೋಗಿದ್ದೇನೆ. ಅದರಲ್ಲಿ ಹೇಳಿ
ರುವಂತೆ ಸುಮಾರು 160 ಹಸುಗಳನ್ನು ಖರೀದಿಸಲು ಬೇಕೆ
ಬೇಲೂರು ಸೀಂಬರುಗಳನ್ನು ಅಂದರೆ ಬ್ಲಾಂಕೆಟ್ಟನ್ನು, ಪುಣಾವಿನಿಂದ
ಮೆತ್ತೆ ಪುಸ್ತಿ ಉಜ್ಜು ಬಾಜು ಕುಚ್ಚುಗಳು, ರಲಾವಿನಿಂದ ಬಿಸ್
ಕ್ಟಾಂಟು, ಗಾಂಧಿನಗರ (ಕಿಲ್ಪಾಕ್) ಪುಸ್ತಿ, ರಬ್ಬರ್ ಕೇಬಲ್
ಯುಟಿಲಿಟಿ ರಂಬಿಗೇನ್ಸಿಂಗ್ ಪ್ಲಾವರ್ರಿಗೂ, ಈ ಸ್ಥಳಗ
ಳಲ್ಲಿ ಕೆಲಸಮಾಡಿ ಬೆಳಿಗ್ಗೆ 6 ರಿಂದ 8 ರವರೆಗೆ, ಮಧ್ಯಾಹ್ನ 4 ರಿಂದ
6 ರವರೆಗೂ ರಕಿಸಿ ಅಸ್ಪೆಶ್ರೈಗಳಿಗೂ ರಲುಮಾಡಿಕೊಡ್ತಾ ಬಂದ್ದೇನೆ.
ಹೀಗಿರುವ ನೀವು ಕೇಳಿರುವ ವಿಚಾರದಲ್ಲಿ ನಾನು ಎಮ್ಮೂರುಗಾರ
ರಕಿಸಿದವರು ನಮಗಾರು ಹಸುಗಳನ್ನು ರಕಿಸುವುದರಿಂದ ರೆಲ್ವೆ
ರಕ್ಷಿ ಸಂಬಂಧಪಟ್ಟವರು ನೀವು ಕೇಳಿರುವಿದ್ದರೂ ಕೇಳಿರಬಹುದು
ನಾನಾಗಿ ಹಾಲಿನ ನೀವು ಕೇಳಿರುವ ವ್ಯವಹಾರವನ್ನು ಕಾಣಿಸಿಲ್ಲ.
ಹಸುಗಳಲ್ಲಿಗೆ ನನ್ನ ಸ್ವಂತದ್ದು 10-12 ಆಕಳುಗಳಿವೆ. ಉಳಿದವೆಲ್ಲ
ಹಸುಗಳನ್ನು ಇಟ್ಟಿರುವವರಿಂದ ಅಲ್ಪಾಸ್ವಲ್ಪ ಹಾಲುಪ್ಪ ವಿನಯ
ವರಿಂದ ಹಾಲನ್ನು ನಮ್ಮೆ ದುರಿಸಿ ರಕಿಸಿ ಕೊಂಡುಹೋಗುವ
ರದ್ದಕ್ಕೆ. ~~ಈಗಿನ ಇಷ್ಟೆಲ್ಲಾ ರೇಟುಗಳಾಗಿರುವುದಾಗಲೀ~~
ಪರಿಸ್ಥಿತಿಯನ್ನು ತಿಳಿದಾಗಲೀ ನಮ್ಮೆ ಹಸುಗಳಿಗೆ ಕಾಳು ಕೊಳ
ಸಮಯಕ್ಕೆ ಬಾಜು ಕೊಡಿಯುವವರಿಲ್ಲದೆ ಬಂದುಸೋತರಬೇಕೆಂದು
ಕೇಳಿಕೊಳ್ಳುತ್ತೇನೆ. ಇಷ್ಟೇ ವಿನಯಪೂರ್ವಕ -

ತಮ್ಮ ವಿಶ್ವಾಸಿಯಾದ ವಿ. ನರಸಿಂಹ್ಯ 10-5-48
V. Narasimhaiya

Before we file
ಪತ್ರ

ದಯವಿಟ್ಟು —

ಆಸ್ಪತ್ರೆಗೆ ಸೇರಬೇಕಾಗಿ ಬಂದಾಗ ಸಾಧ್ಯವಾದಷ್ಟು ಬೇಗ ಹಣವನ್ನು ಕಳುಹಿಸಿಕೊಡುವುದಾಗಿ ದೃಢವಾಗಿ ಹೇಳಬಲ್ಲೆ. ಎಷ್ಟು ಹಣ ಬೇಕಾಗಿದೆಯೆಂಬುದನ್ನು ತಿಳಿಸಿ. ಹಣದ ಬಂದುಸ್ಥಾಂತಗಳನ್ನು ತಿಳಿಸಿದರೆ ನಾನು ಅಷ್ಟೊಂದು ಚಿಂತೆಪಡಬೇಕಾಗಿರುವುದಿಲ್ಲ. ಹಣದ ಬಂದುಸ್ಥಾಂತಗಳನ್ನು ತಿಳಿಸದೆ ಸುಮ್ಮಸುಮ್ಮನೆ ಹಣ ಬೇಕಾಗಿದೆ ಎಂಬ ವಿಚಾರವನ್ನು ನಾನೇನಾಗಲೀ ಮಾಡಲಾರೆನಲ್ಲ. ಅವಿಶ್ವಾಸಕ್ಕೆ ಎಡೆಯನ್ನು ನಾನು ಮಾಡುವುದಿಲ್ಲ. ನಾನು ಹಣವನ್ನು ಕಳುಹಿಸಿಕೊಡುವುದಾಗಿ ಹೇಳಿದ್ದರೆ ಸಾಕು, ಅದರಂತೆ ಹಣವನ್ನು ಕಳುಹಿಸಿಕೊಡಲಾಗದಿದ್ದರೆ ಬಿಟ್ಟುಬಿಡಬೇಕೆಂದು ಹೇಳಿದ್ದೇನೆ ಸಾಕು, ಅವನ್ನು ತಕ್ಷಣ ಹಣವನ್ನು ಕಳುಹಿಸಿಕೊಡಲಾಗದಿದ್ದರೆ ಬಿಟ್ಟುಬಿಡಬೇಕೆಂದು ಹೇಳಿದ್ದೇನೆ.

V. V. Narasimhaiya
10-5-48

Before me

K. Venkatachalam
10.5.48
Addl. Asstt. Engineering Officer

No. C.1680-6 Office of the Chief Medical Officer,
Women's Hospitals in Mysore, Bangalore.

To The Secretary to the Government of
His Highness the Maharaja of Mysore,
Education Department, Bangalore.

Sir,

In inviting reference to this office letter No.C.1680-3 dated 1st May 1948, soliciting immediate orders of Government in the matter of arranging supply of pure cow's milk to the Combined Hospitals, Bangalore, I have the honour to request the favour of very early orders ofGovernment in the matter.

I have the honour to be,

Sir,

Your most obedient servant,

CHIEF MEDICAL OFFICER.

---

The connected file is before ~~him~~ the
Deputy Director of Public Health on 19/5 (72 SH). The return of the file with orders thereon is awaited.

G. R. S. App. F VI—G. 2]

SUBJECT:.....

.....

.....

*Diary No. of letter replied to* 6 copies

Section. Med

File No. 24-47

Serial No 110.

General and Revenue Secretariat.

( )

*the* *194*

*Proceedings of the Government of His Highness the Maharaja of Mysore.*

Date of issue 15.6. 1948.

Signed by Mr. M. R. Rao

*Read*— G.O. no. M 1791-4 | Med 24-47-6 dt 8/8/47 accepting the tender of Mr V. Narasimhiah for the supply of cows milk to the Combined Hospitals, Bangalore for the period 1/8/47 to 30/6/48 (both days inclusive).

Order thereon—No.

2) Read G.O. no. M 1588 52 | Med 24-47-83 dt 8/4/48 from the Secretary to Govt. Medl. Deptt. to the Chief Medical Officer Wanless Hospitals directing to forfeit the deposit of the above Contractor and

May this be

(i) printed?

(ii) treated as a Standing Order?

(iii) published in the Gazette, English Part?

(iv) translated?

(v) placed at the disposal of the Press?

(vi) published in the Gazette, Kannada Part?

to cancel his Contract for the infringement of the conditions of the agreement.

3) Correspondence ending with letter no C1680-6 & 24/5/48 from the Chief Medical officer, Women's Hospitals stating that the Question has been considered by the Board of Medical officers & they have resolved to Contract immediately other Dairy men for supplying entirely of milk the fresh tenders are were called for & accepted & in the meanwhile, to allow the present Contractor to supply milk, that the Board is of opinion that it would be difficult for a single Contractor to supply the entire quantity of milk required by the Combined Hospitals, it is proposed to select two Contractors, that the Contract of Mr. Narasimhiah the present Contractor for

*List of Enclosures*

*Copied by*

*Examined by*

G. R. S. App. F. G. 3.

GENERAL AND REVENUE SECRETARIAT.

(*Continuation sheet draft form.*)

as it will be very difficult for a single Contractor to supply the entire quantity of ~~milk~~ milk required for all these hospitals,

by the end of June 1938 & fresh tenders have to be called for for the entire supply within 1/7/38, & ~~and~~ that the Secretary of the Combined Hospitals has reported, that, of late, it has been found that due to the large quantity of milk required, a single Contractor cannot cope with the volume of supply expected & with a view to obviate the difficulties arising out of this system ~~this was suggested that the~~ suggestion that the tender for the supply of milk to the Combined Hospitals may be split up into two parts ~~which procedure has also~~ been agreed by the Board and ~~which~~ soliciting immediate orders for the reasons stated, (1) & accepting the tender

of M/s Bharat Dairy & M/s Munivenkatappa & Sons at 0-4-3/ per litre for the supply of milk for the remaining period. (2) Collect the security deposit of Rs 1000/ from each of the above firm & 3) Split up the Milk Tender into two viz one for the Victoria Hospital & the other for the V.V. of the Minto Ophthalmic Hospital & adding Mat. as soon as orders are received from the Date on which the new Contractors Commence the supply, the Contract of the V. Narasimhaiah will be terminated & his deposit forfeited.

Order no. 19689-92

The recommendations of the C.M.O. are approved to obtain milk from M/S Bharat Dairy & M/S Munivenkatappa & Sons

G. R. S. App. F. G. 3.

GENERAL AND REVENUE SECRETARIAT.

(*Continuation sheet draft form.*)

is sanctioned with the direction that this new Contract be in force till the end of June 1938 & that the security deposit be only Rs 1000/-.

The C.M.O. is requested to terminate the services of Mr V. Narasimhaiah forthwith.

for Ed Secy

11/6

To The C.M.O.

The S.S
The Dr of Hospitals in Bangalore
The Comptr

11/6

The Dr of Hospitals is requested to take action forthwith to terminate the supply of milk from Mr V. Narasimhaiah

for Secy

ND 03603—GPB—15,000—8-7-35

DRAFT NOTIFICATION. as approved.

Notice is hereby given that sealed tenders, in quadruplicate, on half sheet foolscap size paper will be received at the office of the Secretary, Victoria, Vani Vilas and Minto Ophthalmic Hospitals, Bangalore City, by the undersigned not later than.....A.M. on.....at his office in the Victoria Hospital, Bangalore, for the supply of fresh drawn pure cow's milk required for the use of (i) the Victoria Hospital and (ii) the Vani Vilas and Minto Ophthalmic Hospitals, from ~~1st July 1968~~ to ~~30th June 1969~~ (both days inclusive). The milk to be supplied in each case should be "Fresh Drawn Pure Cows' Milk from Perfectly Healthy Cows".

2. The tender is to be superscribed as "Tender for the Supply of Fresh Drawn Pure Cows' Milk to

(i) The Victoria Hospital

or

(ii) The Vani Vilas and Minto Ophthalmic Hospitals, Bangalore, as the case may be.

Tenders for the two groups of hospitals referred to above viz.(i) Victoria Hospital and (ii) Vani Vilas Hospital and Minto Ophthalmic Hospital, should be submitted separately.

3. No tender will be received unless accompanied by a Treasury ~~Receipt~~ Receipt for the deposit of Rs.2,500/- for each tender.

4. No tender will be received after the date and hour above mentioned.

5. The tenders will be opened by the Secretary at his office in the Victoria Hospital, Bangalore, on the date and after the hour above mentioned of which previous notice will be given to the tenderers in the presence of such tenderers as may choose to attend.

P.T.O.

6. The rate for the supply of milk must be specified in figures as well as in words. The value of the tender must be worked out according to the rate ten tendered and the total value must also be entered in words in ink. Tenders not conforming to this requirement are liable to be rejected.

7. The quantity required as stated below is not guaranteed.

8. The authority empowered to pass final orders on the tender is not bound to accept the lowest or any tender or to assign any reasons therefor.

9. The deposit made in accordance with para 3 supra will be forfeited to Government if any tenderer fails to execute the necessary agreement and furnish the required security of Rupees five thousand for each tender, within three days of the date of receiving information of the acceptance of the tender or tenders.

10. Payments for the milk supplied by the Contractor in each month will be made as soon as possible after the 15th of the following month, the quantity of milk supplied being the total of the quantities of milk noted in the diet sheets of the concerned hospitals.

11. The milk supplied should be pure and should stand the test of Lactometer and confirm strictly to the standards prescribed by the Director of Public Health or other authority designated by him. The results of any chemical analysis conducted at the Public Health Institute, certified by the Chemical Examiner to Government, shall be the basis for deciding if such standards have been conformed to.

With regard to the alleged infrigent prms of the contract, I beg to represent that ~~I have fully discharged~~ clarified the position to the Special Officer for Effficiency Audit on 10th May 1948 and placed in his hands all my ledgers and account Books for scrutiny. The next day i.e,. on the 11th May 1948 the said Officer was pleased to pay a surprise visit to the several Milk Centers and verified the correctness of the accounts, after which he was fully convinced of my honesty and sinciarity. I am sure his report will give ample proof to my works.

To discharge my duty and fulfil the terms of contract and particularly during the period of political and communal disturbances and the consequent imposition of the Curfew, I have really ~~xxx~~ sustained a very heavy loss. I am told and I swear that I have not only not vitiated the terms of the contract but also I have rendered my humble service to the several thousands of patients by way of supplying good Milk. Not a day was my supplies rejected. I submit that it is really a cruel punishment.

I, T H E R E F O R E, request you, to kindly pass suitable order and permit me to take back the deposit amount of Rs.5,000-0-0.

I beg to remain
Sir
Yours faithfully
V. Narasimhaiya
Contractor

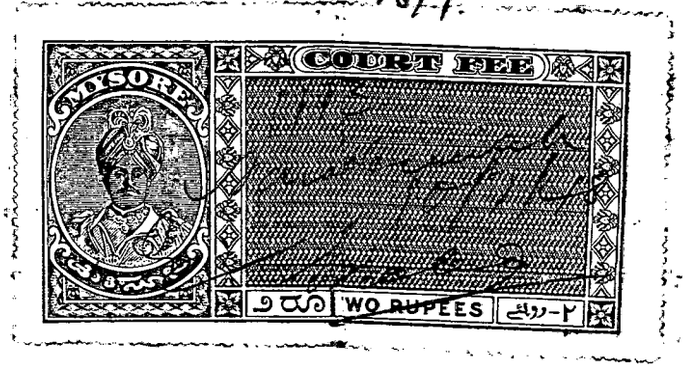
From
V. Narasimhiah
Ex. Milk Contractor
for Combined Hospitals
100. Gandhi Nagar, Bangalore 2

Sri P.C.R. 16/7 Med 24-47-133

K. SUB Personal Minister

506/H

9cm 15/7/48




To,

THE MINISTER FOR PUBLIC HEALTH AND EXCERCISE IN MYSORE AT B A N G A L O R E

Through
The Secretary for Education
Government of Mysore Bangalore

Respected Sir,

I beg to represent the following facts for favour of sympathetic consideration and kind orders:

I beg to state that I was appointed as Milk Contractor, Combined Hospitals from 15th August 47 to 30th June 1948, under a contract and that, during this period of contract I have done very best and did my duties in accordance with the terms of the contract.

But it is very unfortunate that the Secretary for the Combined Hospitals issued to me an Official Memorandum No.4915 dated 29th June 1948, informing me that the contract has been cancelled and also the sum of deposit of Rs.5,000-0-0 is forfeited. The said letter was delivered to me at 10 A.M. on 30th June 1948 i.e., the last day of my supplies as per contract. Then again the evening supplies were also taken by me, and as such I have fully completed the period of contract without break of even one day. I am therefore at a loss to know how my contract has been cancelled.

I understand even the Government has duly directed the termnination of the contract, but not the forfeiture of the amount, when it is so, I fail to understand how the Secretary can say that the sum of Rs.5,000-0-0 is forfeited. That order is unjust and it is to be set aside. The deposit amount has to be paid back to me.

P.T.O

M/8578 dt 22/4/49

To The Senior Surgeon ... Hyderabad

Sir,

In continuation of this office letter No. C. 16836-7/Med. 24-47-130 dt. 23.3.1949 forwarding for adoption the Tender notification in the matter of Catering for supply of fresh drawn juice as approved by Govt, I am directed to request you to intimate if the draft agreement sent with your letter No. C. 1680-3 dt 1-5-1948 also requires Govt's approval.

Y. T.

for Secretary to Govt.
PH & C. & Dept.

cc
BR.

15. The contract should not be sublet.

16. The tenderers should submit their tenders along with Solvency certificates from the Revenue Authorities to the extent of at least 25% of the tender amounts. Tenders not accompanied by solvency certificates will be rejected. Solvency certificates obtained more than six months prior to the date of submission of tenders and joint solvency certificates will not be valid.

| Sl. No. | Name of the Hospital. | Probable quantity required. (In Imperial pints of 20 Ozs.) | Approximate Daily requirements. | Remarks. |
|---|---|---|---|---|
| 1. | Victoria Hospital. | | | |
| 2. | Vanivilas and Minto Ophthalmic Hospitals. | | | |

SECRETARY.

Victoria Hospital in sealed seamless galvanised steel cans. The contractors will be bound on occasions of emergency, to supply any additional quantity required, and also to replace the milk immediately if spoilt or rejected on account of its inferior quality, failing which the required quantity will be purchased by the Secretary from outside and the charges debited to the contractor. ~~The contractor should be prepared to and should bring cows for milking in the hospital premises if and whenever called upon to do so.~~ If milk is supplied from outside, the place or places where the cows are milked should be specified and they should be open for inspection by an officer or official who may be deputed to be present at the time of milking. The cows milked must be in good health and the contractor must be prepared to produce them when required before a veterinary doctor for examination and due certification. The contractor should, however, be prepared to and should bring cows for milking in the hospital premises whenever called upon to do so.

13. A fine not exceeding Rs.50/- at a time may be levied by the Secretary and not exceeding Rs.100/- by the Head of the Department for any infringement of the terms of the contract or for the supply of inferior milk and the contract itself will be liable to be ~~rejected (?), annulled~~ terminated without notice and the security furnished by the contractor concerned, forfeited to Government, in the case of continued or frequent violation of the terms of the contract, the defaulter being further liable to make good any loss that may result to Government by ~~the annulment~~ such termination. If the contractor feels aggrieved by any decision of the Secretary under this clause, he may appeal to the Head of the Department whose orders will be final.

14. ~~In case~~ If the contractor ~~ceases~~ fails to abide by the terms of the contract ~~at any time during the currency thereof,~~ he shall be liable to forfeit ~~without any notice~~ the ~~security~~ deposit of Rs.2,500 to Government and shall also be bound to make good to Government any loss which may arise from such ~~cessation.~~ failure.

P.T.O.

for the Veni Vilas and the Minto Ophthalmic Hospitals and adding that as soon as Orders of Government are received and from the date on which the new Contractors commence the supply the contract of Mr. V.Narasimhaiah will be terminated and his deposit forfeited:

**********

ORDER NO. M14689-91-Med 24-47-110.

DATED, BANGALORE, THE 15th JUNE 1948

The recommendations of the Chief Medical Officer are approved.

The Director of Hospitals in Bangalore, is requested to take action to terminate the supply of Milk from Mr. V. Narasimhaiah forthwith.

For SECRETARY TO GOVERNMENT
EDUCATION DEPARTMENT

To

The Chief Medical Officer, Women's Hospitals in Mysore, Bangalore

The Senior Surgeon in Mysore, Bangalore

The Director of Hospitals in Bangalore, Bangalore.

The Comptroller to Government of Mysore,

PROCEEDINGS OF THE GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE.

R E A D:-

Government Order No. M1791-4/Med: 24-47-6 dated the 8th August 1947, accepting the tender of Mr. V. Narasimhaiah for the supply of Cow's Milk to the Combined Hospitals, Bangalore from 1st August 1947 to 30th June 1948 (both days inclusive).

2. Letter No. M15852/Med: 24-47-83 dated the 6th April 1948 from the Secretary to Government, Education Department, to the Chief Medical Officer, Women's Hospitals in Mysore, directing to forfeit the deposit of the above contractor and to cancel his contract for the infringement of the conditions of the agreement.

3. Correspondence ending with letter No. C1680-6 dated the 24th May '48 from the Chief Medical Officer, Women's Hospitals stating that the question was considered by the Board of Medical Officers and it was resolved to contact immediately other Dairy men for arranging supply of milk till fresh tenders were called and accepted and in the meanwhile, to allow the present contractor to supply milk; that the contract of Mr. Narasimhaiah with present contractor expires by the end of June and that fresh tenders have to be called for for the supply of milk from 1st July 1948 and onwards and that as it would be very difficult for a single contractor to supply the entire quantity of milk required for all these hospitals, suggesting that the tender for the supply of milk to the Combined Hospitals may be split up into two parts as resolved by the Board and soliciting immediate Orders of Government for the reasons stated, for:

(1) accepting the quotation of Messrs Bharat Dairy and Messrs Munivenkatappa & Sons at 4¼-annas per pint for the supply of pure Cow's Milk for the remaining period;

(2) taking the Security Deposit of only Rs. 1,000/- from each of the above Firms and

(3) splitting up the Milk Tender into two, viz., one for the Victoria Hospital and the other for the

P. T. O.

Hed 24-47-130

[redacted]

2+2

M16836-7/Enc/1
& 23/3/49.

To The Senior Surgeon,
The Director of Hospitals in Bangalore

Sir,

In continuation of G.O No. M 19689-92/Med. 24-47-HO d. 15-6-1948 re. Tender for the supply of milk to the Victoria, Vani Vilas & Linton Ophthalmic Hospitals, I am directed to forward herewith for adoption the Tender & specification calling for supply of fresh drawn pure cows milk, as approved by G.O.I. for adoption.

Y. F.

Secretary to G.O.I.
PH 74 C. & Deptt
B

Enclosure

Cc
BB

DRAFT NOTIFICATION.

Notice is hereby given that sealed tenders, in quadruplicate, on half sheet foolscap size paper will be received at the office of the Secretary, Victoria, Vani Vilas and Minto Ophthalmic Hospitals, Bangalore City, ~~at by~~ / ~~office of the~~ / the undersigned ~~at~~ / ..... not later than A.M. on..... at his office in the Victoria Hospital, Bangalore, for the supply of fresh drawn pure cow's milk required for the use of (i) the Victoria Hospital and (ii) the Vani Vilas and Minto Ophthalmic Hospitals, from 1st July 1948 to 30th June 1949 (both days inclusive). The milk to be supplied in each case should be "Fresh Drawn Pure Cows' Milk From Perfectly Healthy Cows."

2. The Tender is to be superscribed as "Tender for the Supply of Fresh Drawn Pure Cows' Milk to

(i) The Victoria Hospital
or
(ii) The Vani Vilas and Minto Ophthalmic Hospitals, Bangalore, as the case may be.

Tenders for the two groups of hospitals referred to above viz.(i) Victoria Hospital and (ii) Vani Vilas Hospital and Minto Ophthalmic Hospital, should be ~~sent~~ submitted separately ~~along with the deposit~~

3. No tender will be received unless accompanied by a / Treasury Receipt for the deposit of Rs.2,500/- for each tender, made ~~in treasury receipt only~~.

4. No tender will be received after the date and hour above mentioned.

5. The tenders will be opened by the Secretary at his office in the Victoria Hospital, Bangalore, on the date and after the hour above mentioned / in the presence of such tenderers as may choose to attend.

of which previous notice will be given to the tenderers /

6. The rate for the ~~item~~ supply of milk must be specified in

P.T.O.

figures as well as in words. The value of the tender must be worked out according to the rate tendered and the total value must also be entered in words in ink. Tenders not conforming to ~~the rule~~ this requirement are liable to be rejected.

7. The quantity required as stated below is not guaranteed.

8. The authority empowered to pass final orders on the tender is not bound to accept the lowest or any tender or to assign any reasons ~~for not accepting any tender.~~ therefor.

9. The deposit ~~of the successful tenderer or tenderers will be retained in both cases and~~ made in accordance with para 3 supra will be forfeited to Government if ~~he or they~~ any tenderer fails to ~~complete the contract by executing~~ execute the necessary agreement and furnish~~ing~~ the required security of Rupees Five Thousand for each tender, within three days from the date of receiving information of the acceptance of the tender or tenders.

10. Payments for the milk supplied by the Contractor in each month will be made as soon as possible after the 15th of the following month, the quantity of milk supplied being ~~based on~~ the totals of the quantities of milk noted in the diet sheets of the concerned hospitals.

11. The milk supplied should be pure and should stand the test of Lactometer and conform strictly to the standards prescribed by the Director of Public Health or other authority designated by him. The results of any chemical analysis conducted at the Public Health Institute, certified by the Chemical Examiner to Government, shall be the basis for deciding if such standards have been conformed to. The decision of the Secretary or of his official superior regarding the quality of the milk will be final.

12. The milk should be supplied on indents, at 7 A.M. and 5 P.M. daily, at the Combined Kitchen in the premises of the

12. The milk should be supplied on indents, at 7 A.M. and 5 P.M. daily, at the Combined Kitchen in the premises of the Victoria Hospital in seamless galvanised steel cans. The contractors will be bound on occasions of emergency, to supply any additional quantity required, and also to replace the milk immediately if spoilt or rejected on account of its inferior quality, failing which the required quantity will be purchased by the Secretary from outside and the charges debited to the contractor. If milk is supplied from outside, the place or places where the cows are milked should be inspected and they should be open for inspection by an officer or official who may be deputed to be present at the time of milking. The cows milked must be in good health and the contractor must be prepared to produce them when required before a veterinary doctor for examination and due certification. The contractor will, however, be prepared to send sound cows for milking in the hospital premises whenever called upon to do so.

13. A fine not exceeding Rs.50/- at a time may be levied by the Secretary and not exceeding Rs.100/- by the Head of the Department for any infringement of the terms of the contract or for the supply of inferior milk and the contract itself will be liable to be terminated without notice and the security furnished by the contractor concerned forfeited to Government in the case of continued or frequent violation of the terms of the contract, the defaulter being further liable to make good any loss that may result to Government by such termination. If the contractor feels aggrieved by any decision of the Secretary under this clause he may appeal to the Head of the Department whose orders will be final.

P.T.O.

14. If the contractor fails to abide by the terms of the contract he shall be liable to forfeit the deposit of Rs.2,500/- to Government and shall also be bound to make good to Government any loss which may arise from such failure.

15. The contract should not be sublet.

16. The tenderers should submit their tenders along with solvency certificates from the Revenue Authorities to the extent of at least 25% of the tender amounts. Tenders not accompanied by solvency certificates will be rejected. Solvency certificates obtained more than six months prior to the date of submission of tenders and joint solvency certificates will not be valid.

| Sl. No. | Name of the Hospital. | Probable quantity required. (In Imperial pints of 20 ozs.) | Approximate Daily requirements. | Remarks |
|---|---|---|---|---|
| 1. | Victoria Hospital. | | | |
| 2. | Vanivilas and Minto Ophthalmic Hospitals. | | | |

SECRETARY.

To

Dy Secretary to Govt:
P.H. & M.E.S. Dept.

T 1173 Conf.

BA RAO,
l Assistant
or Labr & Labour.

PUBLIC OFFICES,

Bangalore 20-12-1947.

CONFIDENTIAL.

Dear Sir,

I am desired to send herewith, for enquiry and necessary action, a copy of the petition alleged to be from one Ganga Bai making allegations against the Hospital Contractor V. Narasimhiah.

OFFICE OF THE MINISTER,
FOR P: H. & EX.
No. 290
Date 2-1-48

Yours sincerely,
K. Seshu Rao
2/1/48 XII

D.K. Srinivasachar, Esq., M.Sc.,
Special Officer, Efficiency Audit,
BANGALORE.

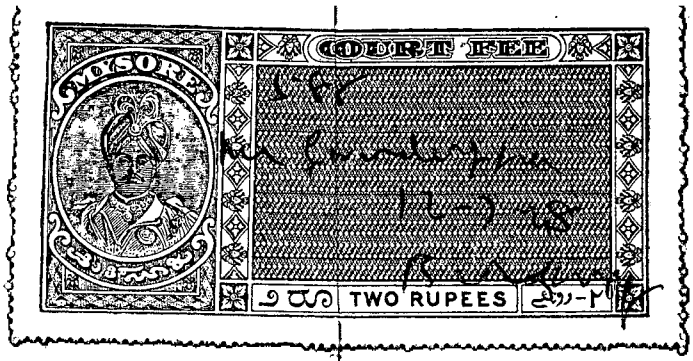
PR. 17/47-8

1) Submitted for kind perusal. Investigation is being taken up and a report will be submitted in due course.

30.12.47

Minister for Public Health & Excise

2) 2.1.48. 7.1.48




Before the Hon'ble Minister for Public Health & Excise in Mysore Bangalore

# IN THE COURT OF

No. of 194 —49

Plaintiff/Petitioner / Appellant — Vs. — Defendant/Respondent

V. Narasimmah

I/We petitioner do hereby appoint Mr. S. GUNDAPPA, B.A., LL.B. J. S. Venkatarama Rao my/our Advocate and authorise him to appear and act for me/us in the aforesaid case, to present pleadings, applications or petitions therein to the Court on my/our behalf, to receive documents and any money from the Court or from the opposite party either in execution proceedings or otherwise and to grant receipts and discharges for the same, to enter into compromise on my/our behalf and to do all other acts and things as effectually as I/we could do if personally present. And whatsoever the said Advocate shall do in connection with the said case, I/we do hereby agree to ratify and confirm.

Bangalore City,

Dated ....15....7.....1948.

V. Narasimhaiya

Accepted.

S. Gundappa

J. S. Venkatarama Rao

Advocate for petitioner

Personally known to me and signed in my presence.

S. Gundappa

*Advocate.*

C. No. .....
Ref. on Pet. No. ..... } 19 —19
App. No. .....

Dis. No.

Enclosure..... Dated.....
Approved on .....
Copied on .....by .....
Examined on.....by.....
Signed on..... Despatched on .....
Entered in—
Current / Petition / Appeal } Register on.....
By.....

Periodical

Reminded on .....

WD 0639—GPB—75,000—15-6-45

**DRAFT**

M 2530/Spl 1
& 19/8/49.

To

The Director of Hospitals
in Bangalore

~~Docket Abstract.~~

Sir,

With reference to your note No. Q E 35-28 d. 24-3-1948 re refund of the deposit amount paid by Sri V. Narasimhalu, I am directed to forward herewith a copy of note by the Advocate General on the subject and to request you to furnish information as the points raised by the Advocate General ~~in connection with the Senior Surgeon if necessary~~

for Secretary to Govt.
P.H. & L.S. Dept.

M 2531,

Memo No. E

Copy w/c to the S.S. for information.

for Secretary to Govt.
P.H. & L.S. Dept.

BR

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE.

No. General and Revenue Secretariat,

*Dated Bangalore,*.....August.....*1949.*

FROM

*The Secretary to the Government of*
*His Highness the Maharaja of Mysore.*

Public Health, Food & Civil Supplies Departments

To

The Director of Hospitals in Bangalore,
Bangalore

SIR,

With reference to your U.O. Note No.GC.35-28 dated the 24th March 1948, regarding the refund of the Deposit amount paid by Sri: V.Narasimhaiah, I am directed to forward herewith a copy of Note by the Advocate-General on the subject and to request you to furnish information on the points raised by the Advocate-General.

Yours faithfully,

for SECRETARY TO GOVERNMENT
PUBLIC HEALTH, FOOD AND
CIVIL SUPPLIES DEPARTMENTS

Enclosure:
Copy of Note:

Note dated the 16th June 1949 by the Advocate-General:

" It is not clear whether the contractor, Narasimhaiya has executed any separate agreement after the acceptance of his tender, embodying the terms and conditions of his contract to supply milk or whether he supplied milk only on the basis of the terms and conditions contained in the Tender Notification dated the 14th June 1947. If he has not executed any separate agreement and has been supplying only according to the Tender conditions, the same alone will have to be looked into to see if the security deposit can be forfeited. It may also have to be pointed out under what clause of the agreement or Tender form, it is proposed to forfeit the deposit. As it is, I fail to see any ground for so doing. A fine of Rs.50/- is provided in clause 12 for supplying inferior milk and it is only in cases of " continued or frequent violations of the terms of the contract" that the contract itself can be annulled and the security forfeited to Government. The contractor has continued to supply milk up to the end of the period of contract and does not come within the sub-clause (2) of Clause 12. The milk, it is also prescribed, should be of the first quality and stand the test of the Lactometre. In the report dated the 16th January 1948, it is stated that the milk was giving a reading of 25, which was being accepted from a long time in the hospitals. It is only on an analysis by the Health Department, on only one accasion, that the milk was condemned as being watered or adulterated. No fine was apparently imposed at any time by the Secretary of the Hospital, either on that occasion or at any other time, either or after, in accordance with clause 12.

P. T. O.

In the absence of proof of "continued or frequent violation of the terms", there seems to be no right in Government to forfeit the deposit as can be gathered from the materials placed before me in the file. If there are any other circumstances or explanations for the above, the same may be explained , when I will examine the matter further.

---

" c o p y "

SECRETARY TO GOVERNMENT
PUBLIC HEALTH, FOOD AND
CIVIL SUPPLIES DEPARTMENTS

C. F. No. 46]

GOVERNMENT OF MYSORE

No. C.1680 - 8

OFFICE OF The Senior Surgeon in Mysore, Bangalore.

Encls.

Date 13th June 1949.

To

The Secretary to the Govt of Mysore,
Public Health, Food and Civil Supplies
Departments, Bangalore.

Sir,

Sub: Adoption of tender notification for calling for supply of fresh drawn milk to the Combined Hospitals, Bangalore.

---

With reference to your letter No.M.18578/Med. dated the 22nd April 1949 on the above subject, I have the honor to state that the Honorary Surgeon and Director of Hospitals in Bangalore is of opinion that approval of Government for the draft agreement referred to is necessary. I request you, therefore, kindly to obtain approval of Government for the same.

Yours faithfully,

Senior Surgeon.

SV.

Draft Agreement

dated
~~This~~ Agreement ~~entered into on~~ the day of -1948

~~in the year One thousand Nine hundred and fortyeight, between~~ executed by ~~Contractor~~ hereinafter called the ~~FIRST PARTY~~ and the Secretary, Combined Hospitals, Bangalore, also referred to as Secretary. hereinafter ~~called the SECOND PARTY witnesseth:-~~ is as follows.

Whereas ~~quotations~~ tenders were called for by the ~~Second Party~~ Secretary Combined Hospitals Bangalore ~~in his letter dated 16-4-48~~ for the supply of Fresh Drawn Pure Cows Milk to the Combined Hospitals, Bangalore City. & whereas the Contractor has offered to supply such milk ~~on the~~ under terms & conditions hereinafter appearing Contractor

~~And whereas it is agreed between the First Party and the Second Party that the First Party should supply the Fresh Drawn Pure Cows Milk for such period~~ as the Secretary may require, ~~it is hereby agreed as follows:~~ by the Contractor [wherein state period of Contract] from ~~to~~ & the Contractor hereby agrees & covenants as follows

Contract will

~~The~~ 1. The ~~First~~ Party ~~shall~~ supply the milk in such quantities as the ~~Second~~ Secretary may require.

~~shall~~

2. The milk ~~that the First Party has agreed to supply must be~~ will be Fresh Drawn Pure Cows Milk at the hours mentioned by the ~~Second party~~. Secretary

will and at the places

3. The Milk ~~should~~ be supplied at the hours prescribed by the ~~Second party~~ Secretary failing which the ~~Second party~~ Secretary will be at liberty to ~~get~~ buy the milk elsewhere and the ~~First Party~~ Contractor will be liable for any loss that the ~~Second Party~~ Secretary may incur on account of the default of the ~~First Party~~ Contractor in not supplying the milk in time or in proper quantity.

4. Supplementary indents given by the ~~Second Party~~ Secretary ~~must~~ will be complied with by the ~~First Party~~ Contractor & supply of milk made by him within short notice. If the ~~First Party~~ Contractor fails to supply ~~such~~ the milk within the prescribed ~~period~~ time the ~~Second party~~ Secretary will be at liberty to ~~fine and~~ buy the milk mentioned in the indent elsewhere and the ~~First Party~~ Contractor will be liable to make good for all losses that the ~~Second Party~~ Secretary may incur on account of ~~the~~ his failure of ~~the First Party~~ Contractor to supply the milk in time.

5. If the ~~First~~ Party ~~does~~ contractor not supply the milk in time he will ~~be liable~~ be liable in addition to the penalties mentioned in the above clauses to a fine not exceeding Rs.50/- for each default, to be levied by the ~~Second Party~~ Secretary without previous notice. (6) No advance of cash will be made to the ~~first party~~ Contractor. Payments for the milk supplied each month will be made as soon as possible after the 15th of the following month,

quantity of milk supplied being based on the totals of the diet shee

6. Payment for milk supplied will be made after the ~~First Party~~ Contractor furnishes bills on the total quantity of milk supplied and according to the diet sheets and the payment for the milk will be at the accepted rate.

7. The ~~First Party undertakes not~~ Contractor shall not be entitled subject to assign or transfer the contract ~~given to him by these presents~~ and ~~he further undertakes not to give any sub-contract.~~ If he does so the Secretary is at liberty to terminate this contract forthwith

8. The ~~First Party~~ Contractor has furnished a security of Rs.1,000 (Rupees One thousand only) for the due performance of the terms of the agreement. + deposited in the form ..... (here mention ~~cash or~~ if the deposit is in cash or Govt Bonds or)

~~9. The First Party hereby binds himself to abide by all the terms and conditions mentioned herein.~~ Contractor agrees + covenants that the (9) Milk ~~should~~ will be of the first quality (good quality) and ~~it should~~ will stand the tests of Lactometer and chemical analysis or any other test at all times. The decision of the Secretary or his superior officers regarding the quality of milk will be final normal + special accepted by the contractor as (10) Milk ~~should~~ be supplied at 7 A.M. and 5 P.M. daily at the Combined Kitchen in the premises of the Victoria Hospital on indents in sealed seamless galvanised steel cans. (11) The ~~contractors~~ Contractor will be bound on occasions of emergency to supply ~~the~~ any additional quantity of milk required and also to replace ~~the~~ any milk immediately if spoilt or rejected on account of its inferior quality failing which the required quantity will be purchased by the ~~hospital authorities~~ Secretary ~~from outside~~ and the charges debited to the contractor.

12. If the ~~First party~~ Contractor fails to perform any of the terms of this agreement the ~~Second Party~~ Secretary will be at liberty to forthwith terminate the contract and also forfeit the deposit of Rs.1,000/- (Rupees one thousand only) given by the ~~First Party~~ Contractor & Govt Security as ~~in addition to holding the First Party~~ the contractor will be responsible for all losses and damages ~~already mentioned above~~ which the Secretary may be put to or incur by reason of any such breach of the covenants herein contained

In witness whereof the ~~First Party and the Second Party have set the respective hands and seal to~~ Contractor has executed this agreement ~~on the day and the year first abovementioned~~. in the presence of witnesses who have attested it

Witnesses:-

1.

2.

Signature of First Party.

Signature of second Party.

Contractor

Appendix F G—1] No. 4

SUBJECT.....

.....

.....

Section Med.
File No. 24-47.
Serial No. 132

*Diary No. of letter replied to*.....

No. M 2152-3

To The Senior Surgeon
The Dir. of Hospitals.

General and Revenue Secretariat

( )

*the* *194* .

Sir,

In continuation of this Office letter No. M.16836-7/Med 24-47-130 d. 23-3-1949 I am forwarding for approval the Government notification in the matter of Calling for supply of pasteurized cows milk, I am directed to forward herewith for approval the agreement to be signed by the Contractor for the supply of pasteurized cows milk to the General Hospitals. y. f.

Date of issue 17-11-1949

Signed by M. N. R. Rao

List of enclosures.....

Copied by .....

Examined by .....

WD 02703—GPB—17,000—28-4-48

for Secretary

Enc. to No. 800. HG
dt 13.10.49

AGREEMENT dated the ..... day of ..... 1949 executed by .....(here give name and father's name and address of contractor) hereinafter referred to as the Contractor, in favour of the Government of Mysore, represented for the purposes hereof by the Secretary, Combined Hospitals, Bangalore (hereinafter referred to as Secretary) is as follows :-

WHEREAS Tenders were called for by the Secretary on ..... for the supply of fresh drawn pure cows' milk to the Combined Hospitals, Bangalore City AND WHEREAS the Contractor has offered to supply such milk under terms and conditions hereinafter appearing, from ..... to ..... (here state period of contract).

This Agreement witnesseth and the Contractor hereby agrees to the terms and covenants as follows:-

1. The Contractor will supply the milk in such quantities as the Secretary may require.

2. The milk will be fresh drawn pure cows milk at the hours mentioned by the Secretary.

3. The milk will be supplied at 7 A.M., and 5 P.M., daily or at such hours and at the places prescribed by the Secretary within the premises of the Combined Hospitals in sealed seamless galvanized steel cans. The Contractor will on occasions of emergency also supply any additional quantity of milk required. If the Contractor fails to supply such milk as above, the Secretary will be at liberty to buy the milk elsewhere and the Contractor will be liable for any loss that the Secretary may incur or be put to on account of the default of the Contractor in not supplying the milk in time or in proper quantity.

..... .....

4. If the Contractor does not supply the
..... .....
required quantity of milk in time he will in addition to the penalties mentioned in the above Clause be liable to a fine not exceeding Rs.50/- for each default.

5. Payments for the milk supplied each month will be made to the Contractor at the accepted rates as soon as possible after the 15th of the following month and after the Contractor furnishes bills based on the total quantity of milk supplied according to the Diet Sheets.

6. The Contractor shall not be entitled to assign, sublet or transfer this contract. If he does so, the Secretary is at liberty to terminate his contract forthwith.

7. The Contractor has furnished and deposited a security of Rs.....(Rupees .....only) in the form of .....(here mention if the deposit is by Treasury S.B.Deposit, Cash or by a deposit at Bank) for the due performance of the terms of this agreement.

8. The milk supplied will be pure, wholesome and unadulterated and will stand the test of Lactometer and conform strictly to the standards prescribed by the Director of Public Health or other authority designated by him. The results of any chemical analysis conducted at the Public Health Institute, certified by the Chemical Examiner to Government, shall be the basis for deciding if such standards have been conformed to. The Contractor will, if so required, bring the cows for milking in the Hospital premises. If milk is supplied from outside,

the

the place or places where cows are milked will be - intimated to the Secretary and they should be open for inspection by any official who may be deputed to be present at the time of milking. The cows must be in good health and the Contractor will produce them - whenever required before a Veterinary Doctor for - examination and due certification.

9. The Contractor will replace any milk immediately if the same is spoilt or rejected on account of its inferior quality, failing which, the required quantity will be purchased by the Secretary elsewhere and the charges debited to the Contractor.

10. If the Contractor fails to perform any of terms of this agreement, the Secretary will be at liberty forthwith to terminate this contract and also forfeit to Government the security deposit of Rs..... given by the Contractor. In addition, the Contractor will be liable and responsible for all losses, damages and costs which the Secretary may be put to or incur by reason of any breach of the covenants herein contained or that may result to Government by such termination.

IN WITNESS THEREOF the Contractor has executed this Agreement in the presence of witnesses who have attested it.

(Contractor)

Witnesses:-

1.

2.

---

"D R A F T"

P.V.

ADVOCATE-GENERAL.

CSN/11.10.49

**GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE.**

No.

**General and Revenue Secretariat,**

*Dated Bangalore,* November *1949.*

FROM

*The Secretary to the Government of*
*His Highness the Maharaja of Mysore.*

To Public Health, Food & C.S.Departments

Sir:

In continuation of this Office letter No.M.16836-7/ Med: 24-47-130, dated the 23rd March '49, forwarding for adoption the approved Tender Notification in the matter of calling for the supply of fresh-drawn pure Cow's Milk, I am directed to forward herewith for adoption hereafter the form of Agreement to be got signed by the Contractor for the supply of pure cow's milk to the several Hospitals.

Yours faithfully,

Secretary to Government
Public Health, Food and
C.S.Departments.

AGREEMENT dated the . . . . . day of . . . . . 1949 executed by . . . . . (here give name and father's name and address of contractor) hereinafter referred to as the Contractor, in favour of the Govcr ment of Mysore, represented for the purposes hereof by the Secretary, Combined Hospitals, Bangalore (hereinafter referred to as Secretary) as follows:-

WHEREAS Tenders were called for by the Secretary on . . . . . for the supply of fresh drawn pure cow's milk to the combined Hospitals, Bangalore City AND WHEREAS the Contractor has offered to supply such milk under terms and conditions hereinafter appearing, from . . . . . to . . . . . (here state period of contract).

This Agreement witnesseth and the Contractor hereby agrees to the terms and covenants as follows:-

1. The Contractor will supply the milk in such quantities as the Secretary may require.

2. The milk will be fresh drawn pure cows milk at the hours mentioned by the Secretary.

3. The milk will be supplied at 7 A.M., and 5 P.M., daily or at such hours and at the places prescribed by the Secretary within the premises of the Combined Hospitals in sealed seamless galvanised steel cans. The Contractor will on occasions of emergency also supply any additional quantity of milk required. If the Contractor fails to supply such milk as above, the Secretary will be at liberty to buy the milk elsewhere and the Contractor will be liable for any loss that the Secretary may incur or be put to on account of the default of the Contractor in not supplying the milk in time or in proper quantity.

4. If the Contractor does not supply the required quantity of milk in time he will in addition to the penalties mentioned in the above Clause be liable to a fine not exceeding Rs.50/- for each default.

5. Payments for the milk supplied each month will be made tithe Contractor at the accepted rates as soon as possible afte/

the 15th of the following month and after the Contractor furnishes bills based on the total quantity of milk supplied according to the Diet Sheets.

6. The Contractor shall not be entitled to assign, sublet or transfer this contract. If he does so, the Secretary is at liberty to terminate his contract forthwith.

7. The Contractor has furnished and deposited a security of Rs. . . . . (Rupees . . . . . only) in the form of . . . . . (here mention if the deposit is by Treasury S.S.Deposit, Cash or by a deposit at Bank) for the due performance of the terms of this agreement.

8. The milk supplied will be pure, wholesome and unadulterated and will stand the test of Lactometer and conform strictly to the standards prescribed by the Director of Public Health or other authority designated by him. The results of any chemical analysis conducted at the Public Health Institute, certified by the Chemical Examiner to Government, shall be the basis for deciding if such standards have been conformed to. The Contractor will, if so required, brand the cows for milking, in the Hospital premises. If milk is supplied from outside, the place or places where cows are milked will be intimated to the Secretary and they should be open for inspection by any official who may be deputed to be present at the time of milking. The cows must be in good health and the Contractor will produce them whenever required before a Veterinary Doctor for examination and due certification.

9. The Contractor will replace any milk immediately if the same is spoilt or rejected on account of its inferior quality, failing which, the required quantity will be purchased by the Secretary elsewhere and the charges debited to the Contractor.

10. If the Contractor fails to perform any of terms of this agreement, the Secretary will be at liberty forthwith

to terminate this contract and also forfeit to Government the security deposit of Rs. . . . . given by the Contractor. In addition, the Contractor will be liable and responsible for all losses, damages and costs which the Secretary may be put to or incur by reason of any breach of the covenants herein contained or that may result to Government by such termination.

IN WITNESS THEREOF the Contracor has executed this Agreement in the~~x~~ presence of witnesses who have attested it

(Contractor)

Witnesses:-

1.

2.

Secretary to Government,
Public Health, Food & Civil Supplies Deptts

The Cabinet for to-day was
duly sent to Home Secretary for
approval of the Draft
Agreement. This will be
sent, after its return.

Yr ever

CE
11/10
12 P.M.

NEC
4/10

G. F. No. 45]

Sri C. Narasimhiah 15/9

# GOVERNMENT OF MYSORE

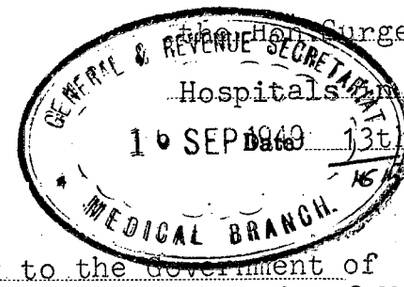
2133

Telegram
phone

OFFICE OF the Hon. Surgeon & Director of Hospitals & Bangalore, Bangalore.

No. G.C. 35-58
Encls. An Extract of the letter. Agreement.

Date 13th Sept. 1949.




To

The Secretary to the Government of
His Highness the Maharaja of Mysore,
Public Health, Food & Civil Supplies
Departments, Bangalore.

Sir,

Subject: Refund of the deposit amount paid by Sri. V.Narasimhiah.

With reference to your letter No.M.2530/Med. dated 19-8-49 on the above subject, I have the honour to state as follows:-

1. Sri. Narasimhiah had executed a separate agreement after his tender was accepted by Government embodying the terms and conditions of his contract(agreement herewith submitted).

2. Provision exists for forfeiture of the security deposit in the agreement executed by the ex-contractor for continued infringment of the terms of agreement(vide para 10 of the agreement)

3. The Secretary reports that the contractor was warned on several occasions when the milk supplied was found to be adulterated and he was also fined Rs.15/- once.

4. An extract from the letter No.C.546-2 dated 7-9-49 received from the Secretary, Combined Hospitals explaining the circumstances under which milk was got supplied through Sri. Narasimhiah till 30th June 1948 is also enclosed for the information of Government.

5. As already intimated in my un-official note No.G.C.35-28 dated 24-3-48, I am not aware of the circumstances under which orders for forfeiting the security were passed.

Yours faithfully,

J. Fisher Chalmers

Hon:Surgeon & Director.

vps.

Extract from letter No.C.546-2 dated 7th Sept.49 of the Secretary, Combined Hospitals, Bangalore to the Director of Hospitals in Bangalore, Bangalore.

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xxx xxx xxx

4. The order to terminate the contract of Sri. Narasimhaiya was received in this office on 13th April 1948. Action was immediately taken to contact the various milk suppliers and to obtain quotations from them. The Board of Medical Officers Combined Hospitals in their meeting on 15th April 1949 resolved that till fresh quotations were called for and accepted the then contractor (Sri Narasimhaiya) might be allowed to continue his supplies, as milk is a commodity consumed in large quantities and the contract could not be cancelled abruptly without making some other arrangements for its supply. Orders of Government approving the acceptance of the quotations were received in this office on 17th June 1949. Out of the two Dairymen whose quotations were accepted by Government (e.g., Messrs Bharat Dairy and Munivenkatappa & Sons) one (Messrs Munivenkatappa & Sons) pleaded inability, when called upon, to take up the supply on the terms offered by him previously as there was a long delay between his offer and its acceptance and the rates had fluctuated. This caused further difficulty to get the supply of milk after cancelling the contract of Sri. Narasimhiah. As the period of supply was only for a short period until tenders were called for and accepted, milk men were not forthcoming to take up the supply at a short notice. The other firm Messrs. Bharat Dairy, who were requested to take up the entire supply required a fortnight's time to consolidate their resources, as they were not prepared for meeting readily the entire demand of the Hospitals.

It is in these circumstances the supply of Sri. Narasimhiah had to be continued till the end of June 1948 as a sheer necessity since there was no other way to get the supply of milk to the Combined Hospitals at that time.

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"Extract"

Hon:Surgeon & Director.

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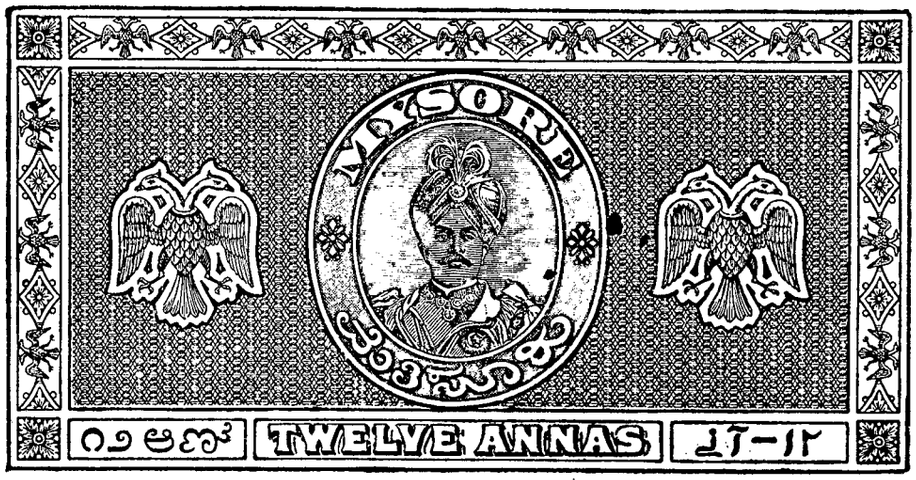
vps.




T H I'S A G R E E M E N T entered into on the fourteenth day of August in the year One thousand Nine Hundred and Forty seven between Mr. V. Narasimhaiya, +Government Contractor, 100 Gandhi Nagar, Bangalore city, herein called the FIRST PARTY and the Secretary, Combined Hospitals, Bangalore city, herein after called the SECOND PARTY, witnesseth:

WHEREAS tenders were called for as per tender notice dated 14th June 1947, for the supply of Fresh Drawn Pure Cow's Milk to the Combined Hospitals, Bangalore city.

AND WHEREAS is agreed between the First Party and the Second Party that the First Party should supply the Fresh Drawn Pure Cow's milk mentioned in the aforesaid tender notice for the period from 1st August 1947 to 30th June 1948 inclusive; it is hereby agreed as follows:

AND WHEREAS the First Party submitted an application, in writing dated 5th July 1947 to supply as per terms mentioned in the aforesaid tender notice.

1. The First Party shall supply the Milk mentioned in the notification dated 14th June 1947 copy of which is appended to this agreement and forms part of it, in such quantities as the Second Party may require.

2. The Milk that the First Party has agreed to supply must be of Fresh Drawn and pure, cows' milk

3. The Milk should be supplied daily at the hours prescribed in clause ten of the Notification, failing which the Second Party will be at liberty to get the milk elsewhere and the First Party will be liable for any loss that the Second Party may incur on account of default of the First Party in not supplying the milk in time.

4. Supplementary indents given by the Second Party must be complied with by the First Party within short notice. If the First Party fails to supply the milk within prescribed period the Second Party will be at liberty to fine and buy the milk mentioned in the indent elsewhere and the First Party will be liable for all losses that the Second Party may incur on account of the failure of the First Party to supply the milk in time.

5. If the First Party does not supply the milk in time he will be liable in addition to the penalties mentioned in the above clauses to a fine not exceeding Rs.50/- to be levied by the Second Party.

6. Payment for the milk supplied will be made after the First Party furnishes proper bills, on the total quantity of milk supplied according to the diet sheets and the payment for the milk

CONTINUED TO PAGE -2-

No. 501

13.8.47

N. Narasimha Rao
Stamp Vendor
Bangalore City

DISTRICT TREASURY
5 AUG 1947
BANGALORE



will be at the accepted tender rates.

7. The first Party undertakes not to assign or transfer the contract given to him by these presents and he further undertakes not to give any sub contract.

8. The First Party has furnished a security of Rs.5,000/- (Rupees Five Thousand only) for the due performance of the terms of this agreement at the Savings Bank Account 1067 at the District Treasury, Bangalore.

9. The First Party hereby binds himself to abide by all the terms and conditions mentioned in the appended copy of tender notice dated 14th June 1947.

10. If the First Party fails to perform any of these terms of this agreement the Second Party will be at liberty to forthwith terminate the contract and also forfeit the deposit of Rs.5,000/- (Rupees Five Thousand only) given by the First Party, in addition to holding the First Party responsible for losses and damages already mentioned above.

IN WITNESS WHEREOF the First Party and the Second Party have set their respective hands and seal to this agreement on the day and the year first above mentioned.

V. Narasimhaiya

SIGNATURE OF THE FIRST PARTY

Illegible

SIGNATURE OF THE SECOND PARTY

Med 24-47-135 & draft

M.R. S. App. F. G. 3.

GENERAL AND REVENUE

SECRETARIAT

(*Continuation sheet draft form*).

M 1182 a
& 18/1/50

Government

To Sri V. Narasimhiah,
Ex-mine Contractor,
100, Gandhi Nagar,
Bangalore 2.

With reference to his appeal petition d. 16-7-1948 presented to the Minister for P.H. requesting for reasons stating that orders may be passed permitting him to have back the deposit amount of Rs. 5,000/- deposited by him in connection with his contract for supply of milk to the Contained Hospitals, Bangalore from 1-5-1947 to 30-6-1948 and ~~ordered for forfeiture~~, Sri V. Narasimhiah is informed that orders have been issued in G.O. directing the ~~Director~~ ~~directing to~~ refund the said amount

P.O.

TR

Med
+ Lock book & P.F.

G. R. S. App. F VI—G. 2]

2 drafts

SUBJECT.....

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.....

*Diary No. of letter replied to* ..... No

Section Med

File No. 24-47

Serial No. 134

General and Revenue Secretariat

( )

*the* 19 .

*Proceedings of the Government of His Highness the Maharaja of Mysore.*

Date of issue 18.1.50 19 M

Signed by Sri. M. R. Rao.

*Read* G O No. LL 1791-4 / Med 24-47-6 dt. 8-9-1947 accepting the tender of Sri V. Narasimhiah, Contractor for the supply of Cows milk to the Confined Hospitals, Mangalore from 1-9-1947 to 30-6-1948

2) ~~G O No~~ letter No Order thereon.—No. M. ~~15882-94~~ Med. 24-47-~~883~~ dt. ~~28~~ 4-1948 from the Secretary to Govt. Edn ~~Sanctioning among other~~ Dept. to the Chief Medical ~~things the termination of the~~ Officer & Women's Hospitals ~~Contract~~ directing to forfeit the deposit of the above

May this be—

(i) printed?

(ii) treated as a standing order?

(iii) published in the Gazette, English Part?

(iv) translated?

(v) placed at the disposal of the Press?

(vi) published in the Gazette, Kannada Part? R

Contractor and to Cancel
his Contract for the infringement
of the Conditions of the agreement.
4) G.O. No. M. 19689-92/Cdn. 24-47-110 P
d. 15-6-1948 sanctioning among
other things the termination of the
Contract of Sri V. Narasimhaiah
and the forfeiture of his deposit
amount.

5) Official Letter d. 15-7-1948 P11.D
from Sri V. Narasimhaiah, Ex-military
Contractor, stating that the Secretary
Combined Hospitals issued to him an
Order d. 29-6-1948 informing him that
the Contract has been cancelled and also
the ~~same~~ deposit of Rs. 5000/- is List of Enclosures
forfeited, that this ~~the~~ Communication
was delivered to him on 30-6-1948,
the last day of his service and
that he has fully completed the
period of Contract without Copied by
break or even ~~one~~ day and that Examined by

G. R. S. App. F. G. 3.

GENERAL AND REVENUE SECRETARIAT

(*Continuation sheet draft form*).

to discharge his duties faithfully and fulfil the terms of contract and preserve order during the period of political and communal disturbances and the consequent imposition of the curfew, he has really sustained a very heavy loss and requesting therefore to pass orders and permit him to take back the deposit amount of Rs. 5000/— 5) vide Note No 99/49-S1 d. 16-12-1949 of the Advocate General on the subject.

Order No 11817-49.

Govt. are pleased to direct that the deposit amount of Rs. 5000/- of Sri V. Narasimhaiah, Ex-milk Contractor of the Combined Hospitals Bangalore ordered to be forfeited in the G.O. of 15-6-1948 read

PROCEEDINGS OF THE GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

R E A D:-

Government Order No. M.1791-4/Med.24-47-6 dated 8th Aug. 1947 accepting the tender of Sri V.Narasimhiah, contractor for the supply of Cows milk to the Combined Hospitals, Bangalore from 1st Aug. 1947 to 30th June 1948.

2)Letter No. M. 15852/Med.24-47-83 dated 8th April 1948 from the Secretary to Government, Education Department to the Chief Medical Officer, Women's Hospitals directing to forfeit the deposit of the above contractor and to cancel his contract for the infringment of the conditions of the agreement.

3) Government Order No. M. 19689-92/Med.24-47-110 dated 15th June 1948 sanctioning among other things the termination of the contract of Sri V.Narasimhiah and the forfeiture of his deposit amount.

4) Appeal petition dated 15th July 1948 from Sri V.Narasimhiah, Ex-milk contractor, stating that the Secretary, Combined Hospitals issued to him an Official Memorandum dated 29th June 1948 informing him that the contract has been cancelled and also the deposit of Rs.5,000/- is forfeited that this communication was delivered to him on 30th June 1948 the last day of his supplies and that he has fully completed the period of contract without break of even one day and that to discharge his duty and fulfil the terms of contract particularly during the period of political and communal distrubances and the consequent imposition of the curfew, he has really sustained a very heavy loss and requesting therefore to pass orders an/ permit him to take back the deposit amount of Rs.5,000/

5) U.O.Note No. 89/49-502 dated 16th Dec. 1949 of the Advocate General on the subject.

contd-p-2

ORDER NO

BANGALORE, DATED JAN. 1950.

Government are pleased to direct that the deposit amount viz., Rs.5,000/- of Sri V.Narasimhiah, Ex-milk contractor of the Combined Hospitals, Bangalore ordered to be forfeited in the Government Order of 15th June 1948 read above, be refunded to him

Secretary to Government,
Public Health, Food & Civil Supplies
Departments.

To

The Senior Surgeon in Mysore, Bangalore.
The Director of Hospitals in Bangalore, Bangalore.
The Comptroller to the Government of Mysore, Bangalore.

msr/6-

PROCEEDINGS OF THE GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE.

R E A D:--

Government Order No. M.1791-4/Med.24-47-6 dated 8th Aug. 1947 accepting the tender of Sri V.Narasimhiah, contractor for the supply of Cows milk to the Combined Hospitals, Bangalore from 1st Aug. 1947 to 30th June 1948

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3) Government Order No. M. 19689-92/Med.24-47-110 dated 15th June 1948 sanctioning among other things the termination of the contract of Sri V.Narasimhiah and the forfeiture of his deposit amount.

4) Appeal petition dated 15th July 1948 from Sri V.Narasimhiah, Ex-milk contractor, stating that the Secretary, Combined Hospitals issued to him an Official Memorandum dated 29th June 1948 informing him that the contract has been cancelled and also the deposit of Rs.5,000/- is forfeited, that this communication was delivered to him on 30th June 1948, the last day of his supplies and that he ha fully completed the period of contract without break of even one and that to discharge his duty and fulfil the terms of contract particularly during the period of political and communal distru and the consequent imposition of the curfew, he has really sustained a very heavy loss and requesting therefore to pass orders and permit him to take back the deposit amount of Rs.5,000/-.

5) U.O.Note No. 89/49-50 dated 16th Dec. 1949 of the Advocate General on the subject.

contd-p-2.

ORDER NO.

BANGALORE, DATED JAN. 1950.

Government are pleased to direct that the deposit amount viz., Rs.5,000/- of Sri V.Narasimhiah, Ex-milk contractor of the Combined Hospitals, Bangalore ordered to be forfeited in the Government Order of 15th June 1948 read above, be refunded to him.

Secretary to Government,
Public Health, Food & Civil Supplies
Departments.

To

The Senior Surgeon in Mysore, Bangalore.
The Director of Hospitals in Bangalore, Bangalore.
The Comptroller to the Government of Mysore, Bangalore.

msr/6-

PROCEEDINGS OF THE GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE.

R E A D:--

Government Order No. M.1791-4/Med.24-47-6 dated 8th Aug. 1947 accepting the tender of Sri V.Narasimhiah, contractor for the supply of Cows milk to the Combined Hospitals, Bangalore from 1st Aug. 1947 to 30th June 1948.

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5) U.O.Note No. 89/49-502 dated 16th Dec. 1949 of the Advocate General on the subject.

contd-p-2-

ORDER NO.

BANGALORE, DATED JAN. 19

Governm... are pleased to direct the deposit amount viz:, Rs.5,000/- of Sri V.Narasimhiah, Milk contractor of the Combined Hospitals, Bangalore ordered above, be forfeited in the Government Order of 15th June 194 be refunded to him.

Secretary to Government,
Public Health, Food & Civil Supplies
Departments.

To

The Senior Surgeon Mysore, Bangalore.
The Director of Hospitals in Bangalore, Bangalore.
The Comptroller to the Government of Mysore, Bangalore.

msr/6-

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE.

General and Revenue Secretariat,

No. ...../..... *Dated Bangalore,* .....Jan.....*1950.*

## ENDORSEMENT.

To

Sri V.Narasimhiah,
Ex-Milk Contractor, 100, Gandhinagar,
BANGALORE-2

With reference to his appeal petition dated 15th July 1948 presented to the Minister for Public Health & Excise requesting for reasons stated that orders may be passed permitting him to take back the deposit amount of Rs.5,000/- deposited by him in connection with his contract for supply of milk to the Combined Hospitals, Bangalore from 1-8-1947 to 30-6-1948, Sri V.Narasimhiah is informed that orders have been issued ~~in~~ directing the refund of the said amount.

BY ORDER,

Secretary to Government,
Public Health, Food & Civil Supplies
Departments.

msr/2.